

AT&T Wholesale Agreement

Contract Number: 9834

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

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan"), and 123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc. ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

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

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

1.0 Incorporation of Recitals and Separate Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Separate Agreement

- 2.1 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation" are hereby replaced with "Michigan Bell Telephone Company d/b/a AT&T Michigan, a Michigan corporation" and AT&T Michigan's address of "350 North Orleans, 3rd Floor, Chicago, IL 60654" is hereby replaced with "444 Michigan Avenue, Detroit, MI 48226". Finally, the following language is hereby deleted: "on behalf of and as agent for AT&T Michigan".
- 2.2 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.3 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on January 9, 2011.
- 2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

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.

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	James Candler/Contract Administrator
STREET ADDRESS	24275 Northwestern Hwy Suite 100
CITY, STATE, ZIP CODE	Southfield, MI 48075
FACSIMILE NUMBER	586-591-8005

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

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

- 2.6 In Section 29.1.1 Authorization, the references to "Ameritech" are replaced with references to "AT&T Michigan" and Ameritech's state of incorporation is the state of "Michigan". In Section 29.1.2 after "State of", CLEC's state of incorporation of Delaware should be deemed to be inserted.
- 2.7 The following name before the signature line of the Separate Agreement "Michigan Bell Telephone Company d/b/a Ameritech Michigan, by SBC Telecommunications, Inc." is hereby revised to read "AT&T Services, Inc. as Agent for Michigan Bell Telephone Company d/b/a AT&T Michigan" for purposes of this MFN Agreement.
- 2.8 Schedule 2.1, "Implementation Schedule" of the Separate Agreement is hereby revised to delete any carrier-specific interconnection or access to UNE information and to incorporate the following language in its place for purposes of this MFN Agreement: "The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with Section 3.4.4 and Schedule 12. AT&T Michigan's position is that any proposed interconnection with a switch that is not capable of providing local exchange service (including 911 service) does not fall within the intent or scope of this Agreement".

3.0 Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Michigan's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc.

By: 

Printed: James K Kandler

Title: Contract Administrator
(Print or Type)

Date: January 19th 2011

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

By: 

Printed: Patrick R. Doherty

Title: Director - Regulatory

Date: 1-26-11

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

Dated as of

by and between

MICHIGAN BELL TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN

and

COMCAST TELECOMMUNICATIONS OF MICHIGAN, LLC

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

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

RECITALS

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

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

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

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

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

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

ARTICLE I DEFINITIONS AND CONSTRUCTION

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

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

1.3 Interpretation.

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

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

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

3.3 Joint Fiber.

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

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

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

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

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

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

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

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

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

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

3.3.10 Each Party shall provide its own, unique source for the synchronized timing of its 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 Requesting Carrier determines that it requires additional points of Interconnection, Requesting Carrier shall provide written notice to Ameritech of its need to establish such additional points of Interconnection pursuant to this Agreement.

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

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

3.5 Additional Switches.

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

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

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

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

3.7 Network Management.

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

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

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

3.9 9-1-1 Service.

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

3.9.2 Service and Facilities Provided.

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

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

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

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

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

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

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

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

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

3.9.3 Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Signaling.

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

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

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

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

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

4.6 Measurement and Billing.

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

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

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

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

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

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

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

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

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

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

5.2 Trunk Group Architecture and Traffic Routing.

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

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

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

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

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

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

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

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

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

6.2 Data Format and Data Transfer.

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

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

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

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

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

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

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

6.3 Errors or Loss of Access Usage Data.

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

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

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

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

**ARTICLE VII
TELECOMMUNICATIONS CARRIER (TC)**

7.1 Ancillary Services Traffic.

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

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

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

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

7.2 BLV/BLVI Traffic.

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

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

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

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

7.3 Transit Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4 Toll Free Database Services.

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

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

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

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

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

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

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

7.5 LIDB Database Service.

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

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

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

7.7 Operator Services and Directory Assistance Services.

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

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

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

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

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

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

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

OS

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

DA

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

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

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

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

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

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

ARTICLE VIII
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

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

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

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

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

9.1 Access to Network Elements.

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

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

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

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

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

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

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

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

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

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

9.3 Requesting Carrier’s Combination of Network Elements.

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

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

9.4 Nondiscriminatory Access to and Provision of Network Elements.

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

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

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

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

9.5 Provisioning of Network Elements.

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

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

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

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

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

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

If at the time of any request by Requesting Carrier for access to an unbundled Network Element, such access to an unbundled Network Element is part of Ameritech's standard offering in

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

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

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

9.9 Maintenance of Unbundled Network Elements.

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

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

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

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

10.1 Telecommunications Services Available for Resale at Wholesale Rates.

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

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

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

10.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

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

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

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

10.4 Additional Charges for Resale Services.

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

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

10.5 Restrictions on Resale Services.

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

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

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

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

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

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

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

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

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

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

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

10.8 Nondiscriminatory Provision of Resale Services.

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

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

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

10.9 Branding.

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

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

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

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

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

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

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

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

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

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

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

10.11 Functionality Required To Support Resale Service.

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

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

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

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

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

10.12 Service Functions.

10.12.1 Point of Contact for Requesting Carrier Customer.

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

10.12.2 Operations Support Systems Functions — Provisioning.

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

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

10.12.3 Operations Support Systems Functions — Maintenance.

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

10.13 Responsibilities of Requesting.

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

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

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

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

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

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

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

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

10.15 Exchange of Billing Information.

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

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

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

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

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

10.16 Use of Service.

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

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

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

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

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

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

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

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

10.17 Requests for Customer Proprietary Network Information

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

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

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

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

12.1 Access to Collocation.

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

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

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

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

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

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

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

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

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

13.3 Ordering and Provisioning LNP.

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

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

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

13.4 Customer Service Record (CSR).

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

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

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

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

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

13.5 Other Number Portability Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.6 LNP Conversion Dispute.

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

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

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

13.7 Pricing for LNP.

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

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

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

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

ARTICLE XV DIRECTORY LISTINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.1 Structure Availability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.19 Interconnection.

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

16.19.2 Except where required herein, requests by Requesting Carrier for interconnection of Requesting Carrier's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a case-by-case basis and

permitted or denied based on the applicable standards set forth in this **Article XVI** for reasons of Insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to Requesting Carrier's request within forty-five (45) days of Ameritech's receipt of such request.

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

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

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

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

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

ARTICLE XVII
REFERRAL ANNOUNCEMENT

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

ARTICLE XVIII
IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

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

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

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

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

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

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

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

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

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

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

**ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES**

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

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

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

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

19.5 Forecasting Requirements.

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

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

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

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

19.7 Traffic Management and Network Harm.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 “Proprietary Information” means:

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

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

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

20.2 Disclosure and Use.

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

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

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

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

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person's obligation to comply with this Agreement.

Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

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

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

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

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

20.3 Government Disclosure.

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

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

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

20.4 Ownership.

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

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

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

ARTICLE XXI TERM AND TERMINATION

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

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

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

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

**ARTICLE XXII
REPRESENTATIONS AND WARRANTIES**

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

**ARTICLE XXIII
SEVERABILITY**

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

ARTICLE XXIV INDEMNIFICATION

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

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

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

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

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

ARTICLE XXV LIMITATION OF LIABILITY

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

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

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

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

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

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

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

ARTICLE XXVI BILLING

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

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

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

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

26.5 Adjustments.

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

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

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

ARTICLE XXVII
AUDIT RIGHTS, DISPUTED AMOUNTS
AND DISPUTE RESOLUTION

27.1 Audit Rights.

27.1.1 Subject to the restrictions set forth in Article XX and except as may be otherwise specifically provided in this Agreement, a Party (“**Auditing Party**”) may audit the other Party’s (“**Audited Party**”) books, records, data and other documents, as provided herein, once annually (commencing on the Service Start Date) for the purpose of evaluating the accuracy of Audited Party’s billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Service Start Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit.

Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party’s receipt of a written audit notice.

Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party’s books, records and documents more than once annually if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party’s favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

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

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

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

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

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

27.2 Disputed Amounts.

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

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

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

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

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

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

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

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

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

27.4 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "**Dispute**") arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 27.4**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of

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

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

ARTICLE XXVIII REGULATORY APPROVAL

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

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

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

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

ARTICLE XXIX MISCELLANEOUS

29.1 Authorization.

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

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

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

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

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

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

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

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

29.7 Taxes.

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

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

29.8 Non-Assignment.

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

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

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

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

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

To Requesting Carrier:

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

with a copies to:

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

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

To SBC/Ameritech:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comcast Telecommunications of Michigan, LLC

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

By: [Signature]

By: [Signature]

Printed: Timothy P. Collins

Printed: O. R. Stanley

Title: Vice President Telphony

Title: President - Industry Markets

Date: 5/16/02

Date: MAY 20 2002

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

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

COMCAST TELECOMMUNICATIONS OF MICHIGAN, LLC PRICING SCHEDULE -- MICHIGAN^{1/}	
ITEM I -- Emergency Number Service Access (ENSA)	
See Exhibit PS-I	
ITEM II -- Reciprocal Compensation	
A. End Office Local Termination	
-Set-Up	\$0.001885
-Duration	\$0.000605
B. Tandem Switching	
-Set-Up	\$0.000131
-Duration	\$0.000234
C. Tandem Transport Termination	
-Set-Up	\$0.000087
-Duration	\$0.000156
D. Tandem Transport Facility Mileage	
	\$0.000022
ITEM III -- Information Services Traffic	
Information Services Billing and Collection:	\$0.021574
ITEM IV -- BLV/BLVI Traffic	
A. Busy Line Verification (BLV):	Service is no longer offered
B. Busy Line Verification Interrupt (BLV): (in addition to BLV charge)	Service is no longer offered
^{1/} Pursuant to footnote 1 of the prior Pricing Schedule, certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to its prior orders and are effective in accordance with the applicable current tariff effective dates. Notwithstanding anything to the contrary in this Agreement, including Section 29.3, if the Commission, a court or other tribunal of competent jurisdiction issues an order or decision modifying the Commission's orders in MPSC Case No. U-11831 establishing rates, charges and prices (a "Modifying Order"), either party shall, upon written notice to the other Party, have the right to require that this Agreement be amended to reflect such Modifying Order and such amended or new rates, charges or prices shall be effected as if such rates, charges and prices were originally effective in accordance with the applicable current tariff effective dates. Further, if during the Term the Commission or the FCC changes a rate, price or change in an order or docket that generally applies to the products and services available.	

ITEM V -- Unbundled Network Elements			
A. Unbundled Loop Rates			
1. Recurring Rates			
	Monthly Rates Access Area ^{2/}		
	A	B	C
2-Wire Analog			
Basic	\$8.47	\$8.73	\$12.54
Ground Start	\$9.04	\$9.46	\$13.20
Electronic Key Line	\$8.58	\$8.86	\$12.65
4-Wire Analog			
Digital			
ISDN	\$10.29	\$11.17	\$14.89
4-wire 64 Kbps	\$60.29	\$60.24	\$60.06
4-wire 1.544 Mbps	\$34.66	\$41.57	\$47.26
2-wire ADSL/HDSL Compatible	\$10.26	\$11.29	\$14.17
4-wire HDSL Compatible	\$20.43	\$22.48	\$28.21
Cross-Connect Charge (additional, per cross-connect):			
	Non-Recurring / Recurring		
2-wire	-	/	\$0.13
4-wire	-	/	\$0.25
6-wire	-	/	\$0.38
8-wire	-	/	\$0.5
DS1	-	/	\$0.27
DS3	-	/	\$1.15
Service Coordination Fee, Per Carrier Bill, per Switch	-	/	\$0.84
2. Non-Recurring Rates			
Analog Loop	Non-Recurring Charge		
Service Ordering Charges^{3/}			
Installation, per occasion, per location	\$3.16		
^{2/} "Access Area" is defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.			
^{3/} The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.			

Disconnect, per occasion, per location	\$1.54
Subsequent, per occasion	\$3.02
Record Work, per occasion	\$1.86
Loop Connection Charge, per termination ^{4/}	\$17.82
Loop Disconnection Charge, per termination	\$5.85
B. NID ^{5/}	No Charge
C. Switching	NRC Install / NRC Disconnect / Monthly
1. Unbundled Local Switching	
(a) Custom Routing - - per new LCC, per switch	\$225.97 / -
per new Network Routing, per route, per switch	\$14.03 / -
(b) ULS Ports	
- Basic Line Port, per Port	\$11.89 / \$6.63 / \$2.53
- Ground Start Line Port, per port	\$11.89 / \$6.63 / \$2.53
- ISDN Direct Port per port	\$40.72 / \$21.78 / \$8.19
- ISDN Direct Port per telephone number	- / \$0.03
- DID Trunk Port per port	\$11.89 / \$6.63 / \$20.62
- DID Trunk Port per telephone number	- / \$0.03
- DID Trunk Port add/rearrange each termination	\$14.03 / \$8.13 / -
	NRC Install / NRC Disconnect / Monthly
- ISDN Prime Trunk Port per port	\$40.72 / \$21.78 / \$159.60
- ISDN Prime Trunk Port per telephone number	- / \$0.03
- ISDN Prime Trunk Port add/rearrange channels	\$14.03 / \$8.13 / -
- Digital Trunking Trunk Port, per port	\$40.72 / \$21.78 / \$155.50
- Custom Routing Port, per port	\$309.24 / -
- Custom Routing Port, per individual trunk termination	- / \$99.83
^{4/} The Line Connection Charge applies to each Loop.	
^{5/} Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).	

- Centrex Basic Line Port, per port	\$11.89 / \$6.63 / \$2.53
- Centrex ISDN Line Port, per port	\$40.72 / \$21.78 / \$8.19
- Centrex EKL Line Port, per port	\$40.72 / \$21.78 / \$5.52
- Centrex Attendant Console Line Port, per port	\$40.72 / \$21.78 / \$6.39
(c) Centrex System Charges	
- System Features, per common block	- / \$354.86
- Common Block establishment, each	\$80.04 / \$62.08 / -
- System features change or arrangement, per feature, per occasion	\$66.91 / -
- System feature activation, per feature, per occasion	\$210.62 / \$64.65 / -
(d) Service Charges	
Service Ordering Charges	
- <u>Initial</u> Line port, per occasion	\$3.02 / \$1.54 / -
- <u>Initial</u> Trunk port, per occasion	\$64.01 / \$39.57 / -
- <u>Subsequent</u> per occasion	\$3.18 / / -
- Record Order per occasion	\$1.86 / / -
	NRC Install / NRC Disconnect / Monthly
Conversion Charge	
- change from one type of line-port to another, - per each changed	\$ 11.89 / -
Ameritech Cross-Connection Services, per carrier transport facility,	
- 2-Wire (Line port), each	- / \$0.13
- DS1 (trunk port) (each individual trunk)	- / \$0.27
(e) Service Coordination Fee - per carrier bill, per switch.	
	- / \$0.84
(f) Subsequent Training - per Company person, per hour	
	\$81.01 / -
(g) ULS Usage - Billing Development	
- Per minute of use or fraction thereafter	- / \$0.001192

- Daily Usage Feed per message	- / \$0.000672
2. Unbundled Tandem Switching	
Tandem Trunk (DS1), including features	- / \$152.83
Service Order Charges	\$45.97 / \$45.51 / -
Cross-Connect Charge, per DS1	- / \$0.27
Subsequent Changes	\$14.03 / \$8.13 / -
	Per Minute
Usage Without Tandem Trunks	\$0.001058
D. Dedicated Interoffice Transmission Facility	
1. DS1 Rates	
	NRC Install /NRC Disconnect / Monthly
Entrance Facility Per point of termination Terminating Bit Rate 1.544 Mbps	
Zone 1	/ / \$34.66
Zone 2	/ / \$41.57
Zone 3	/ / \$47.26
Interoffice Mileage Termination Per point of Termination 1.544 Mbps	
Zone 1	/ / \$10.06
Zone 2	/ / \$10.06
Zone 3	/ / \$10.06
	NRC Install / NRC Disconnect / Monthly
Interoffice Mileage Per Mile 1.544 Mbps	
Zone 1	/ / \$0.36
Zone 2	/ / \$0.36
Zone 3	/ / \$0.36
Optional Features and Functions Clear Channel Capability Per 1.544 Mbps Circuit Arrange	
Zone 1	\$158.00 / \$6.65 /
Zone 2	\$158.00 / \$6.65 /

Zone 3	\$158.00 / \$6.65 /
Interconnection Central Office Multiplexing DS1 to Voice/Base Rate/ 128.0,256.0,384.0 Kbps Transport	
Zone 1	/ / \$178.18
Zone 2	/ / \$178.18
Zone 3	/ / \$178.18
2. DS3 Rates Entrance Facility, per Point of Termination DS3 with Electrical Interface Per Termination	
Zone 1	/ / \$114.33
Zone 2	/ / \$117.09
Zone 3	/ / \$118.25
Interoffice Mileage Termination Per Point of Termination	
Zone 1	/ / \$53.73
Zone 2	/ / \$53.73
Zone 3	/ / \$53.73
Interoffice Mileage Per Mile	
Zone 1	/ / \$9.87
Zone 2	/ / \$9.87
Zone 3	/ / \$9.87
	NRC Install / NRC Disconnect / Monthly
optional Features and Functions Interconnection - Central Office Multiplexing, Per Arrangement DS3 to DS1	
Zone 1	/ / \$262.31
Zone 2	/ / \$262.31
Zone 3	/ / \$262.31
3. OC-3 Rates	
Entrance Facility, per point of termination Terminating Bit Rate 155.52 Mbps	/ / \$411.35
Interoffice Mileage Termination, per point of mileage termination 155.52 Mbps	/ / \$203.01

Interoffice Mileage, per mile 155.52	/ / \$29.63
optional Features and Functions	
OC-3 Add/Drop Multiplexing, per arrangement	/ / \$268.79
Add/Drop Function	
Per DS3 Add or Drop	/ / \$33.08
Per DS1 Add or Drop	/ / \$3.83
1+1 Protection, per OC-3 Entrance Facility	\$0.00
1+1 Protection with Cable Survivability, per OC-3 Entrance Facility	\$1552.98 / \$0.00
Cross-Connect of Services OC-3 to OC-3 Cross-Connect, per circuit	\$0.88
1+1 Protection with Route Survivability	
(1) Per OC-3 Entrance Facility	Apply 1+1 Protection, per OC-3 Entrance Facility Rates and Charges as specified above plus (2) below
(2) Per Quarter Route Mile	/ / \$2.15
4. OC-12 Rates	
Entrance Facility	
Per point of termination	
Terminating Bit Rate 622.08 Mbps	/ / \$999.31
Interoffice Mileage Termination, per point of mileage termination 622.08 Mbps	/ / \$508.09
Interoffice Mileage, per mile 622.08 Mbps	/ / \$54.59
Optional Features and Function	
OC-12 Add/Drop Multiplexing, per arrangement	/ / \$501.51
	NRC Install / NRC Disconnect /Monthly
Add/Drop Function	
Per OC-3 Add or Drop	/ / \$44.85
Per DS3 Add or Drop	/ / \$14.32
Cross-Connection of Services OC-12 to OC-12 Cross-Connect, per circuit	/ / \$0.88
1+1 Protection, per OC-12 Entrance Facility	\$0.00
1+1 Protection with Cable Survivability, per OC-12 entrance Facility	\$1,552.98 / / \$0.00

1+1 Protection with Route Survivability	
	Apply 1+1 Protection, per OC-12 Entrance Facility Rates and Charges as specified above plus (2) below
(1) Per OC-12 Entrance Facility	
(2) Per Quarter Route Mile	/ / \$2.64
5. OC - 48 Rates	
Entrance Facility, per point of termination Terminating Bit Rate 2488.32 Mbps	/ / \$2669.81
Interoffice Mileage Termination, per point of mileage termination 2488.32 Mbps	/ / \$1337.29
Interoffice Mileage, per mile 2488.32 Mbps	/ / \$218.39
Optional Features and Functions	
OC-48 Add/Drop Multiplexing, per arrangement (not to exceed 12 DS3s or equivalent)	/ / \$264.88
Add/Drop Function	
Per OC-12 Add or Drop	/ / \$153.29
Per OC-3 Add or Drop	/ / \$44.85
Per DS3 Add or Drop	/ / \$12.73
Cross-Connection of Services OC-48 to OC-48 Cross-Connect, per circuit	/ / \$0.88
1+1 Protection, per OC-48 Entrance Facility	\$0.00
1+1 Protection with Cable Survivability, per OC-48 entrance facility	\$1,552.98 / / \$0.00
1+1 Protection with Route Survivability	
	Apply 1+1 Protection, per OC-48 Entrance Facility Rates and Charges as specified above plus (2) below
(1) Per OC-48 Entrance Facility Channel	
(2) Per Quarter Route Mile	/ / \$10.57
6. Installation and Rearrangement Charges	Administrative Charge, per order Installation/Disconnect
DS1 Service 1.544 Mbps	
Zone 1	\$136.82 / \$74.33

Zone 2	\$136.82 / \$74.33
Zone 3	\$136.82 / \$74.33
DS3 Service 44.736 Mbps	
Zone 1	\$120.93 / \$78.65
Zone 2	\$120.93 / \$78.65
Zone 3	\$120.93 / \$78.65
OC-3 Service 155.52 Mbps	\$76.37 / \$19.66
OC-12 Service 622.08 Mbps	\$76.37 / \$19.66
OC-48 Services 2488.32 Mbps	\$76.37 / \$19.66
	Design & Central Office Connection Charge, per circuit Installation/Disconnect
DS1 Service 1.544 Mbps	
Zone 1	\$339.17 / \$34.41
Zone 2	\$339.17 / \$34.41
Zone 3	\$339.17 / \$34.41
DS3 Service 44.736 Mbps	
Zone 1	\$464.19 / \$103.83
Zone 2	\$464.19 / \$103.83
Zone 3	\$464.19 / \$103.83
OC-3 Service 155.52 Mbps	\$507.08 / \$4.99
OC-12 Service 622.08 Mbps	\$507.08 / \$4.99
OC-48 Services 2488.32 Mbps	\$507.08 / \$4.99
	Carrier Connection Charge, per termination Installation/Disconnect

DS1 Service 1.544 Mbps	
Zone 1	\$209.19 / \$75.01
Zone 2	\$209.19 / \$75.01
Zone 3	\$209.19 / \$75.01
DS3 Service 44.736 Mbps	
Zone 1	\$129.24 / \$51.13
Zone 2	\$129.24 / \$51.13
Zone 3	\$129.24 / \$51.13
OC-3 Service 155.52 Mbps	\$474.40 / \$0.00
OC-12 Service 622.08 Mbps	\$474.40 / \$0.00
OC-48 Services 2488.32 Mbps	\$474.40 / \$0.00
E. Shared Interoffice Transmission Facilities	
<p>The rates, charges and prices for Shared Interoffice Transmission Facilities are the following elements set forth in F.C.C. Tariff No. 2 Sections 6.1.3. and 6.9.1 (I) Tandem-Switched Termination per Access Minute per Mile. To the extent that Requesting Carrier also purchases Tandem Switching, Requesting Carrier shall compensate Ameritech for such Tandem Switching at the applicable rates set forth on Item V (C) (2) of the Pricing Schedule in addition to any applicable charges for Shared Interoffice Transmission Facilities.</p>	
F. Transiting (local and interLATA toll):	USAGE
Tandem Switching per minute	\$0.004985
Tandem Transport per minute	\$0.000156
Tandem Transport Facility per minute	\$0.000036
G. Signaling Networks and Call Related Databases	Non-Recurring/ Disconnect/ Monthly
1. Signaling Networks (signal Links as per MPSC No. 21, Part 8)	
Signal Transfer Point, per port	\$879.58 / \$134.45 / \$235.73
Originating Point Code, per service added or changed, per STP installation	\$25.98 / -
Global Title Address Translation, per service added or changed, per STP installation	\$12.29 /
	USAGE
Signal Switching, per IAM message	\$0.000073

Signal Switching, per TCAP message	\$0.000056
Signal Transport, per IAM message	\$0.000051
Signal Transport, per TCAP message	\$0.000034
Signal Formulation, per IAM message	\$0.000229
Signal Formulation, per TCAP message	\$0.000118
Signal Tandem Switching, per IAM message	\$0.000123
	Per Query
2. Call-Related Databases	
800 Service	
Database Query Using Ameritech - Provided Facilities	
- 800DB Call-Routing Query	\$0.000931
	Per Query
- 800DB Routing Options Query	\$0.000036
Local STP Databases Query Utilizing Requesting Carrier Provided Facilities between the Requesting Carrier's Switch and Ameritech's	
STP and Ameritech Provided Facilities between Ameritech's STP Ameritech's Regional STP	
	Usage
-800DB Carrier-ID-Only Query	\$0.000895
-800DB Routing Options Query	\$0.000036
Regional STP Database Query Utilizing Requesting Carrier - Provided Facilities	
-800DB Carrier-ID-Only Query	\$0.000814
-800DB Routing Options Query	\$0.000036
LIDB Services	
LIDB Queries	
LIDB Validation Query	\$0.005572
LIDB Transport Query	\$0.000085
LIDB to LIDB Query	\$0.059971
	Per Query
Query at regional STP	
LIDB Validation Query	\$0.005572
LIDB Transport Query	\$0.000002

Ameritech Provided Services requiring LIDB Queries	
- LIDB Validation Query	\$0.005572
- LIDB Transport Query	\$0.000119
- LIDB to LIDB Query	\$0.00(effective 8/9/2000)
3. Service Management Systems	
<u>Access to Databases</u> - TBD ^{6/}	
-	
^{6/} "TBD" means "to be determined." The rate structure set forth herein may ultimately be modified.	
H. Operator Services and Directory Assistance	
1. Operator Services	
<u>Non-Ameritech LIDB User Manual Call Assistance Occurrences</u> - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.	Service is no longer offered
<u>Non-Ameritech LIDB User Automated Call Assistance Occurrences</u> - rates will apply based on the total monthly volume, an LIDB charge will apply separately to all automated occurrences.	Service is no longer offered
-	Non-Recurring
Branding per trunk group --	\$403.64
3. Operator Services – Facilities Based Rate Reference	
Initial Load	\$2,200.00
Reference Load	\$1,000.00
2. Directory Assistance	
Directory Assistance, per rate per call	\$0.2633
I. Rates for maintenance.	
1. Trip Charge -- as per Ameritech's Retail Tariff	
2. Time Charge -- as per Ameritech's Retail Tariff	

ITEM VI -- Wholesale Resale Services	
A. See Schedule 10.1	
B. "Warm" Transfer TBD	
ITEM VI I -- Collocation	
	New Collocation shall be purchased under the rates, terms, and conditions specified in MPSC Tariff No. 20R, Part 23, Section 4, or as otherwise agreed to by the parties.
A. Physical	(See above footnote for Collocation)
<u>Description</u>	(See above footnote for Collocation)
Order Charge - Per ACOI Application	(See above footnote for Collocation)
Central Office Floor Space - per 100 Sq. Ft.	(See above footnote for Collocation)
Central Office Build Out - Per Initial 100 Sq. Ft. of Floor Space Requested, Per Central Office	(See above footnote for Collocation)
50% Charge	(See above footnote for Collocation)
25% Charge	(See above footnote for Collocation)
- Per Additional 100 Sq. Ft. Of Floor Space Requested, Per Central Office	(See above footnote for Collocation)
50% Charge	(See above footnote for Collocation)
25% Charge	(See above footnote for Collocation)
Cable Vault Splicing	(See above footnote for Collocation)
Per Initial Splice	(See above footnote for Collocation)
Per Subsequent Splice	(See above footnote for Collocation)
Splice Testing	(See above footnote for Collocation)
Per Initial Splice Test	(See above footnote for Collocation)
Per Additional Splice Test	(See above footnote for Collocation)
Cable Pulling From Manhole to Cable Vault	(See above footnote for Collocation)

Per First Foot	(See above footnote for Collocation)
Per Additional Foot	(See above footnote for Collocation)
Cable Pulling From Cable Vault to Transmission Node	(See above footnote for Collocation)
Per First Foot	(See above footnote for Collocation)
Per Additional Foot	(See above footnote for Collocation)
Riser Space - Per Foot	(See above footnote for Collocation)
Entrance Conduit - Per Inner Duct, per Foot	(See above footnote for Collocation)
Power Consumption - Per Fuse AMP	(See above footnote for Collocation)
Power Delivery - Per Power Lead	(See above footnote for Collocation)
200 Conductor Electrical Cross-Connection Block - Per 200 Conductor Electrical Cross-Connection Block	(See above footnote for Collocation)
Digital Cross-Connection Panel (DSX)	(See above footnote for Collocation)
Per DSX-3 Termination (1 DS3 termination)	(See above footnote for Collocation)
Per DSX-1 Panel (Up to 56 DS1 terminations)	(See above footnote for Collocation)
Optical Cross-Connection Panel (OCX)	(See above footnote for Collocation)
Per OCX Panel Segment	(See above footnote for Collocation)
Space Reservation Charge - Per Reservation Request	(See above footnote for Collocation)
Optional Features and Functions	(See above footnote for Collocation)
Transmission Node Enclosure	(See above footnote for Collocation)
Per First 100 sq. ft. Enclosed	(See above footnote for Collocation)
Per Additional 100 sq. ft. Enclosed	(See above footnote for Collocation)
Passive Bay Termination (includes Bay and Panel)	(See above footnote for Collocation)
DS1 Termination	(See above footnote for Collocation)
DS3 Termination	(See above footnote for Collocation)

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

Equipment Bay - Per 7' Bay Installed (Ameritech provided/installed/pre-packaged)	(See above footnote for Collocation)
Equipment Bay - Per 7' Bay Installed (Requesting Carrier provided/installed)	(See above footnote for Collocation)
Project Management Fee - Per Initial 7' Bay Installed on Initial or Subsequent Order	(See above footnote for Collocation)
- Per Additional 7' Bay Installed on Initial or Subsequent Order	(See above footnote for Collocation)
- Per Initial Shelf Installed on Subsequent Order	(See above footnote for Collocation)
- Per Additional Shelf Installed on Same Subsequent Order	(See above footnote for Collocation)
- Per Bay Rearrangement and /or Miscellaneous Work	(See above footnote for Collocation)
Power Consumption - Per Fuse AMP	(See above footnote for Collocation)
Power Delivery	(See above footnote for Collocation)
- Per 7' Bay Installed	(See above footnote for Collocation)
200 Conductor Electrical Cross-Connection Block - Per 200 Conductor Electrical Cross-Connection Block	(See above footnote for Collocation)
Digital Cross-Connection Panel (DSX) - Per DSX-3 Termination (1 DS3 termination)	(See above footnote for Collocation)
- Per DSX-1 Panel (Up to 56 DS1 terminations)	(See above footnote for Collocation)
Optical Cross-Connection Panel (OCX) - Per OCX Panel Segment	(See above footnote for Collocation)
Digital Timing Source - Per Timing Circuit Required	(See above footnote for Collocation)
Thru-Connect	(See above footnote for Collocation)
Per DSX-1 to DSX-1	(See above footnote for Collocation)
Per OCX to OCX	(See above footnote for Collocation)
ITEM VIII -- Structure	
See Exhibit PS-VIII	
ITEM IX - Service Provider Number Portability	
	Non-Recurring ^{7/} /Monthly
SPNP - Remote Service Ordering Charge, per occasion ^{8/}	\$31.05 / -

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

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

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

SCHEDULE 1.2

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Collo Order” is as defined in Section 12.12.1.

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

“Collo Response” is as defined in Section 12.12.1.

“Collocation” is As Described in the Act.

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

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

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

“Consequential Damages” is as defined in Section 25.5.

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

“Contract Services” is as defined in Section 10.1.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Dialing Parity” is As Defined in the Act.

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

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

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

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

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

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

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

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

“**DSL**” means Digital Subscriber Line.

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

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

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

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

“**Exchange Access**” is As Defined in the Act.

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

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

“**FCC**” means the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Network Element” is As Defined in the Act.

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

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

“Number Portability” is As Defined in the Act.

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

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

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

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

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

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Plan” is as defined in Section 8.1.

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

“Premises” is As Defined in the Act.

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

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

“Proprietary Information” is as defined in Section 20.1.1.

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

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

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

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

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

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

“Resale Services” is as defined in Section 10.1.

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

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

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

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

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

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

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

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

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

“Sunsetted Services” is as defined in Section 10.3.2.

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

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

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

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

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

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

“Telecommunications” is As Defined in the Act.

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

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

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

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

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

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

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

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

“UNE” means Unbundled Network Element.

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

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

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

“Virtual Collocation” is As Defined in the Act.

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

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

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Michigan

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

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

SCHEDULE 2.2
BONA FIDE REQUEST

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

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

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

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

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

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

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

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

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

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

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

**FORM OF
BONA FIDE REQUEST FORM**

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Requesting Carrier]

by: _____
its: _____

SCHEDULE 2.3
TECHNICAL REFERENCE SCHEDULE

Unbundled Local Network Elements

Unbundled Local Loop Transmission

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

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

AM TR-NIS-000111
AM RT-NIS 000133

ANSI T1.101-1994, American National Standard for Telecommunications -Synchronization Interface Standard Performance and Availability
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats
ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Automatic Protection Switching
ANSI T1.105.02-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Payload Mappings
ANSI T1.105.03-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Jitter at Network Interfaces
ANSI T1.105.03A-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement
ANSI T1.105.04-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Tandem Connection
ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)
ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications
ANSI T1.107A-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)
ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications
ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)
ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications
ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment
ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment
ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring
ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification
ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification
Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements
Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Signaling Transfer Points (STPs)

AM-TR-OAT-000069

ANSI T1.111.2

ANSI T1.111.3

ANSI T1.111.4

ANSI T1.112

ANSI T1.112.4

ANSI T1.118

ANSI T1.111.6

ANSI T1.112.5

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

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

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

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

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

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

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

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

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

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

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

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

Service Control Points (SCPs)/Call-related Databases

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

Tandem Switching

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

Performance Standards

Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements
Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems
Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems
Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems
Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing
Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
ANSI T1.105-1995

Network Interface Device

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

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

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

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

Interconnection

Trunking Interconnection

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

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

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

ANSI T1.111

ANSI T1.112

ANSI T1.113

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

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

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

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

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

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

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

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

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

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

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

Electrical/Optical Interfaces

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

Collocation

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

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

Long Term Number Portability (LNP)

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

SCHEDULE 6.0
MEET-POINT BILLING RATE STRUCTURE

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

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

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

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

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

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

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

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

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

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

2.2 Collection Services

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

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

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

2.3 Administration.

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

3.0 COMPENSATION TO REQUESTING CARRIER

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

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

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

5.0 SETTLEMENT WITH REQUESTING CARRIER

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

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

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

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

6.0 ADJUSTMENTS

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

7.0 UNCOLLECTIBLES

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

8.0 TAXES

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

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

9.0 BLOCKING

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

EXHIBIT A

Daily Usage Information

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

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

EXHIBIT B
Requesting Carrier Compensation

Rate per billed message:

\$0.03

EXHIBIT C

Provider's Information

Initial Notification:

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

Requesting Carrier _____

Contact Name _____

Phone Number _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

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

Updates:

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

EXHIBIT D

General Information on Blocking

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- Call Blocking will be provided only where CO facilities permit.
- Call Blocking may not be limited to specific programs.
- Call Blocking does not block calls to other telephone companies' numbers.
- Call Blocking does not block long distance charges.
- Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.
- After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.

- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

SCHEDULE 7.7.2

OS/DA

Operator Services

A. Definitions - Operator Services consist of the following services.

1. Manual Call Assistance - manual call processing with operator involvement for the following services:
 - a. Calling card - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
 - b. Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
 - c. Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
 - d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:
 - 1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
 - 2) handling emergency calls;
 - 3) verifying “no answer” and “busy” (“**BLV**”) conditions for the Customer;
 - 4) interrupting calls in progress for Customer (“**BLVI**”);
 - 5) providing local and intraLATA operator assisted call rate information; and
 - 6) handling person to person calls.
 - e. Operator Transfer Service (OTS) - calls in which the Customers dials “0” and is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC’s digit carrier identification code to route the Customer to the requested IXC’s point of termination.
2. Automated Call Assistance - mechanized call processing without operator involvement for the following services :

- a. Merchanized calling card service (MCCS) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information.
 - b. Ameritech Alternatively Billed Services (AABS) - the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information. Collect, Calling Card and third number calls can be completed.
3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB for billing validation.
 4. Branding - the ability, when available, to put Requesting Carrier's brand on the front end of an OS call that is directly trunked into Ameritech's OS switch. "Customer Branding" provides the ability, when available, to put Requesting Carrier's brand on that portion of the OS call going out to the called/billed party.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

- 5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria outlined below.
 - 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
 - 5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
 - 5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
 - 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.
 - 5.1.2.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

B. Rate Application - Ameritech will provide Operator Services and will bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology:

1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
2. Automated Call Assistance (MCCS, AABS and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.
4. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPs AMA recordings to produce monthly summaries of mechanized and manual call occurrences.
5. If TOPs AMA recordings are lost, destroyed or mutilated due solely to Ameritech's acts or omissions, then Ameritech may not bill Requesting Carrier for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech may bill and Requesting Carrier agrees to be responsible for those calls using actual data.

Directory Assistance

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

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

^{1/} Calls defined herein by dialing arrangement shall remain subject to this Agreement if such dialing arrangements change during the Term, unless such change makes service technically or economically impracticable.

3. Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

SCHEDULE 9.2.1

LOCAL LOOPS

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

“2-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 2W”** supports analog transmission of 300-000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at the MDF in the Ameritech Serving Wire Center and the Customer premises. Analog 2W are technically sufficient to provide PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“4-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 4W”** supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“2-Wire ISDN 160 Kbps Digital Unbundled Local Loop” or **“BRI-ISDN”** supports digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) unbundled Loop which meets national ISDN standards and conforms to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN) and ANSI T1.601-998 for ISDN.

“2-Wire ADSL-Compatible Unbundled Local Loop” or **“ADSL 2W”** is a transmission path that facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1998 non-overlapped mode only per Annex F and AM TR-TMO-000123. An ADSL 2W terminates in a 2-wire electrical interface at the Customer premises and at the MDF in the Ameritech Serving Wire Center. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech’s Central Office. ADSL 2W are available only where existing copper facilities can meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications or where existing copper facilities can be conditioned to meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications or where existing copper facilities can be conditioned to meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications.

“2-Wire HDSL-Compatible Unbundled Local Loop” or **“HDSL 2W”** is a transmission path that facilitates the transmission of a 768 Kbps digital signal over a 2-Wire, non-loaded twisted

copper pair meeting the specifications in ITU Rec. G.991.1. HDSL 2W are available only where existing copper facilities can meet the ITU Rec. G.991.1 and AM-TR-TMO-000123 specifications or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire HDSL-Compatible Unbundled Local Loop” or “HDSL 4W” is a transmission path that facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ITU Rec. G.991.1 and AM TR-TMO-000123. HDSL 4W are available only where existing copper facilities can meet the ITU Rec. G.991.1 or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire 64 Kbps Compatible Digital Unbundled Local Loop” or “4-Wire 64 Digital” is a transmission path that supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech’s Serving Wire Center. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

4-Wire 1.544 Mbps DS-1 Compatible Digital Unbundled Local Loop” or “1.544 Mbps Digital” is a transmission path that supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in Ameritech’s Serving Wire Center. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

SCHEDULE 9.2.2

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Requesting Carrier, as provided on this **Schedule 9.2.2**. Requesting Carrier shall order Interoffice Transmission Facilities from Ameritech by delivering to Ameritech a valid and complete service order via an electronic Access Services Request (“ASR”) interface.

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

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

1.2. “**Unbundled dedicated entrance facility**” is a dedicated facility connecting (i) Ameritech’s transmission equipment in the Ameritech Central Office in the Serving Wire Center with Requesting Carrier’s transmission equipment in Requesting Carrier’s Central Office and (ii) Ameritech’s transmission equipment in an Ameritech Central Office in the Serving Wire Center with Carrier’s transmission equipment designated by the Requesting Carrier in an IXC POP, in each case for the purposes of providing Telecommunications Services.

1.3. Unbundled Shared Interoffice Transmission Facilities (“**Shared Transport**”) is a billing arrangement that provides Requesting Carrier nonexclusive use of the features, functions and capabilities of Interoffice Transmission Facilities: (i) between a Requesting Carrier-designated Ameritech End Office Switch and the Ameritech Tandem Switch which that End Office Switch subtends and (ii) which are shared by more than one Customer or carrier.

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

SCHEDULE 9.2.3

SIGNALING NETWORKS AND CALL RELATED DATABASES

1.0 Signaling Transfer Points.

A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

1.1 Technical Requirements.

1.1.1. STPs shall provide access to all other Network Elements connected to Ameritech SS7 network. These include:

- 1.1.1.1. Ameritech Local Switching or Tandem Switching;
- 1.1.1.2. Ameritech Service Control Points/Databases;
- 1.1.1.3. Third-party local or tandem switching systems; and
- 1.1.1.4. Third-party provided STPSs.

1.1.2. The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the Ameritech SS7 network. This explicitly includes the use of the Ameritech SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the Ameritech SS7 network (i.e. transient messages). When the Ameritech SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3. If an Ameritech Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a Requesting Carrier local switch and third party local switch, the Ameritech SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the Requesting Carrier local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to the Ameritech STPSs, based on the routing instruction provided in each message.

1.1.4. STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

- 1.1.4.1. Signaling Data Link functions, as specified in ANSI T1.111.;
- 1.1.4.2. Signaling Link functions, as specified in ANSI T1.111.3; and

1.1.4.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

1.1.5. STPs shall provide all functions of the signaling connection control part (“SCCP”) necessary for Class 0 (basic connectionless) service, as specified in ANSI Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Requesting Carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on Ameritech STPSs.

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

1.1.7.1. MTP Routing Verification Test (MRVT); and

1.1.7.1. SCCP Routing Verification Test (SRVT).

1.1.8. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Requesting Carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Ameritech STPSs.

1.1.9. STPs shall be equal to or better than the following performance requirements:

1.1.9.1. MTP Performance, as specified in ANSI T1.111.6; and

1.1.9.2. SCCP Performance, as specified in ANSI T1.112.5.

1.2. Signaling Link Transport.

1.2.1. Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between Requesting Carrier-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2. Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

1.2.3 Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- (a) As an “A-link” which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and
- (b) As a “D-Link” which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4. Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

- (a) An A-link layer shall consist of two (2) links;
- (b) A D-link layer shall consist of four (4) links.

1.2.5. A signaling links layer shall satisfy a performance objective such that:

- (a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- (b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- (a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- (b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7. Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the Requesting Carrier-designated SPOI. Each 56 Kbps transmission path shall appear as a DSO channel within the DS1 interface.

SCHEDULE 9.2.4
OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1.0 Pre-Ordering, Ordering and Provisioning. The Subject to Section 10.13.3(b), the Provisioning EI will be used for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). For those unbundled Network Elements that are unable to be ordered via the Provisioning EI, Requesting Carrier shall submit orders for such elements via the Access Services Request (ASR) interface.

2.0 Maintenance and Repair. The Subject to Section 10.13.3(b), the Maintenance EI described in Section 10.13.3(a) will be used for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g. trouble receipt and trouble status).

3.0 Billing. Ameritech will provide appropriate usage data to Requesting Carrier to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

SCHEDULE 9.2.5

OPERATOR SERVICES AND DIRECTORY SERVICES

1.0 Operator Services. Operator Services consist of the following services.

1.1 Manual Call Assistance - manual call processing with operator involvement for the following:

(a) Calling card - the Customer dials 0+ or 0- and provides operator with calling card number for billing purposes.

(b) Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

(c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

(d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:

- (1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
- (2) handling emergency calls; and
- (3) handling person-to-person calls.

(e) Operator Transfer Service (“OTS”) - calls in which the Customer dials “O”, is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC’s digit carrier identification code to route the Customer to the requested IXC’s point of termination.

(f) BLV - Service in which operator verifies a busy condition on a line.

(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

1.2. Automated Call Assistance - mechanized call processing without operator involvement for the following:

(a) Automated calling card service (“ACCS”) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing to their calling card number.

(b) Automated Alternate Billing Service (“AABS”) - Customer dials 0 and a telephone number and responds to prompts to process the call and complete a call using collect or third number billing (Customer branding not currently available).

(c) Automated Call Telephone Service (“ACTS”) - ACTS calculates charges, relates the charge to the Customer, and monitors coins deposited before connecting the 1+ intraLATA call.

1.3. Line Information Database (“LIDB”) Validation - mechanized queries to a LIDB for billing validation.

1.4. Database Access - To the extent technically feasible, Ameritech will provide access to databases used in the provisioning of Operator Services via Requesting Carriers’ Bona Fide Request.

2.0 Directory Assistance. (“DA”) service shall consist of the following services.

2.1. Directory Assistance - those calls in which the Customer dials digits designated by Requesting Carrier to obtain Director Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

2.2. Branding - the ability to put messages on the front end of a DA call that is directly connected (via Collocation or other mutually agreed upon method) to Ameritech’s DA switch).

2.3 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response unit (“ARU”) the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone. Information Call Completion is only available to Requesting Carrier if it direct trunks its DA calls to Ameritech.

2.4 Upon request, and through a technically feasible arrangement, Ameritech will provide access to databases used in the provisioning of DA via Requesting Carrier’s Bona Fide Request at rates that recover Ameritech’s costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having Requesting Carrier’s Telephone exchange Service DA listing in the area placed into Ameritech’s DA database, or to enable Requesting Carrier to read DA listing in the database so that Requesting Carrier can provide its own DA service.

3.0 Rate Application. Ameritech shall bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology;

3.1. Manual Call Assistance - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.2 Automated Call Assistance (ACCS, ACTS and AABS) - call occurrences multiplied by the per call occurrence rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.3 LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate. Total validation occurrences shall include all validations, whether or not the call is completed. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (“OSCAS”). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

3.4 BLV - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.5 BLVI - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.6 Lost Records. If Ameritech is responsible for lost, destroyed, or mutilated TOPS AMA recordings, Ameritech will not bill Requesting Carrier for those calls for which there are no records. Likewise, Ameritech shall not be held responsible by Requesting Carrier for lost revenue. However, if within ninety (90) days, actual data should become available, Ameritech will bill Requesting Carrier for those calls using actual data.

1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.

- 1.6 For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the “**Confirmation Due Date**”), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech’s Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.
- 1.10 Upon request, Ameritech shall provide (once) to Requesting Carrier:
 - (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;
 - (b) a listing by street address detail, of the service coverage area of each switch CLLI;
 - (c) a listing of all technically available functionalities for each Network Element; and
 - (d) advanced information on the details and requirement for planning and implementation of NPA splits.
- 1.11 Promptly after the Effective Date, at Requesting Carrier’s request, Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:
 - (a) Street address verification;
 - (b) Switch identification by service address; and
 - (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to Requesting Carrier as changes are made to such information.

- 1.12 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.
- 1.13 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.
- 1.14 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to such orders, shall be as described in **Section 10.13.2(b)**.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

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

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the "**Network Element Control Center**" or "**NECC**") for all provisioning, maintenance and repair.
- 1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.

- 1.6 For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the "**Confirmation Due Date**"), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.
- 1.10 Upon request, Ameritech shall provide (once) to Requesting Carrier:
 - (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLI;
 - (b) a listing by street address detail, of the service coverage area of each switch CLI;
 - (c) a listing of all technically available functionalities for each Network Element; and
 - (d) advanced information on the details and requirement for planning and implementation of NPA splits.
- 1.11 Promptly after the Effective Date, at Requesting Carrier's request, Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:
 - (a) Street address verification;
 - (b) Switch identification by service address; and
 - (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to Requesting Carrier as changes are made to such information.
- 1.12 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's

Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

- 1.13 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.
- 1.14 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to such orders, shall be as described in **Section 10.13.2(b)**.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops via Collocation at the Ameritech Central Office where that element is available. An Unbundled Local Loop is available when all the required loop component parts exist in a contiguous fashion to provide a complete transmission path and can be assigned at the time the loop request is processed. Each Unbundled Local Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to unbundled Loops at the Ameritech Serving Wire Center. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing copper or non-integrated Loop at no additional charge to Requesting Carrier. If, however, no spare copper or non-integrated Loop is available, Ameritech shall, within two (2) Business Days, notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then, at its discretion, submit a Bona Fide Request for Ameritech to provide Requesting Carrier access to the Unbundled Local Loop, including via the demultiplexing of the integrated digitized Loop(s).

2.1.3 If Requesting Carrier orders a Loop type and the Loop facility that exists at the time of such order does not meet the technical specifications or characteristics of the Loop type requested (including distance), Requesting Carrier shall compensate Ameritech for its costs incurred to condition or modify such Loop facilities.

2.1.4 Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under **Sections 2.1.2, 2.1.3** and **2.1.5** of this Schedule.

2.1.5 If Requesting Carrier requests Ameritech to provide an Unbundled Local Loop that supports a technical standard identified for an Unbundled Local Loop as set forth

on **Schedule 9.2.1**, and the provision of such Unbundled Local Loop requires conditioning to meet such technical standard, Requesting Carrier shall first approve and then pay for any charges for Ameritech to condition such Loop. Conditioning charges shall be in addition to any other charges (e.g., monthly recurring, service order, etc.) applicable to the provisioning of such Unbundled Local Loop.

2.1.6 Ameritech makes no representation, warranty or guarantee and Requesting Carrier receives no representation, warranty or guarantee with respect to any Unbundled Local Loops ordered by Requesting Carrier for the provision of DSL-based or other advanced services that do not conform to the technical standards described for each Unbundled Local Loop described on **Schedule 9.2.1**.

2.2 Provisioning of Unbundled Loops.

The coordination procedures described in this **Section 2.2** shall apply when Requesting Carrier orders an Ameritech-provided voice-grade non-DSL Loop to convert “**live**” Ameritech retail Telephone Exchange Service to Requesting Carrier’s Telecommunications Service provisioned through such unbundled Loop.

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a “**Service Order**”) using the Provisioning EI. Within forty eight (48) hours of Ameritech’s receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Confirmation Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Except as otherwise provided herein, Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight (48) hours prior to the Confirmation Due Date, a scheduled conversion date and time (the “**Scheduled Conversion Time**”) in the “**A.M.**” (12:00 midnight to 12:00 noon) or “**P.M.**” (12:00 noon to 12:00 midnight) (as applicable, the “**Conversion Window**”).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the “**New Conversion Time**”). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

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

2.2.5 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “live” Telephone Exchange Service to the connection of an unbundled Loop at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

2.2.6 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard “electronic bonding” interface (EBI) and are handled by the Ameritech NECC. The NECC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

3.0 Interoffice Transmission Facilities.

3.1 Requesting Carrier shall access Ameritech’s Interoffice Transmission Facilities via Collocation at the Ameritech Central Office where that element exists and each DSX or OCN circuit will be delivered to Requesting Carrier’s Collocation space for an additional charge by means of a Cross-connection.

Requesting Carrier shall order Interoffice Transmission Facilities from Ameritech by delivering to Ameritech a valid and complete service order via an electronic Access Services Request (“ASR”) interface. If after March 31, 2000 Ameritech makes available the ability to order Interoffice Transmission Facilities via the Provisioning EI. Requesting Carrier agrees to transition its ordering of such facilities from ASR to the Provisioning EI within thirty (30) days after Ameritech is capable of receiving such orders via Provisioning EI.

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

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

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

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

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

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

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

3.3.2.2 Ameritech provided Central Office multiplexing:

(a) DS1 to Voice/Base Rate/128, 256, 384 Kbps Transport;

(b) DS3 to DS1 multiplexing;

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

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

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

3.4 Ameritech shall:

3.4.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier in the case of Dedicated Transport, or non-exclusive access to the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Requesting Carrier, in the case of Shared Transport;

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

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

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

3.5 Technical Requirements.

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

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

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

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

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

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

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

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

3.5.7.1 DS1 (Extended SuperFrame - ESF, D4);

3.5.7.2 DS3 (M13 shall be provided);

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

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

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

3.6 Shared Transport

3.6.1 Shared Transport will be dedicated to a group of two or more telecommunications carriers, including Requesting Carrier. As a group, the telecommunications carriers must order an entire facility. In addition, one requesting telecommunications carrier must be assigned as the telecommunications carrier of record (“**Primary Carrier**”) for purposes of testing, provisioning, and maintaining the element.

3.6.2 “**Secondary Carriers**” shall refer to a telecommunications carrier with whom the Primary Carrier has negotiated the shared arrangement. Secondary Carriers must have a different Access Carrier Name Abbreviation (ACNA) than the Primary Carrier.

3.6.3 Requests to establish, change, or discontinue Shared Transport will be accepted only from the Primary Carrier, or from a Secondary Carrier provided such Secondary Carrier has a letter of authorization from the Primary Carrier. In the event a Secondary Carrier wishes to discontinue its connection to the unbundled element, the Primary Carrier assumes responsibility for the vacant channels.

3.6.4 All nonrecurring charges for the element will be billed to the Primary Carrier. Recurring rates will be allocated among the members of the group sharing the unbundled element. The Primary Carrier will provide any shared information to Ameritech, and will update the information as necessary.

4.0 Signaling Networks and Call-related Databases

4.1 Signaling Networks.

4.1.1 If Requesting Carrier purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide Requesting Carrier access to Ameritech’s signaling network for each of Requesting Carrier’s switches when Requesting Carrier uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit Requesting Carrier to link its own STPs directly to Ameritech’s switch or call-related databases.

4.1.2 If Requesting Carrier has its own switching facilities, Ameritech shall provide Requesting Carrier access to STPs to each of Requesting Carrier’s switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an “**A**” link from Requesting Carrier’s switch to Ameritech’s STP, or linking Requesting Carrier’s switch to its own STP and then connecting that STP to Ameritech’s STP via a “**B**” or “**D**” link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of Requesting Carrier’s own STPs to Ameritech’s switch or call-related databases or (iii) unbundle an SCP from its associated STP.

4.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary

to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that Requesting Carrier's switch is compatible with Ameritech's SS7 network;
- Certification that Requesting Carrier's switch is compatible with Ameritech's AIN SCP;
- Certification that Requesting Carrier's switch is compatible with a desired AIN application residing on Ameritech's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by Requesting Carrier, so that Ameritech can provide sufficient SS7 resources for Requesting Carrier and all other Requesting Carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all Requesting Carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

4.2 Call-related Databases.

4.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide Requesting Carrier access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

4.2.2 If Requesting Carrier purchases Unbundled Local Switching, Requesting Carrier may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If Requesting Carrier has deployed its own switch, and has linked that switch to Ameritech's signaling system, Requesting Carrier shall be given access to Ameritech's SCP in a manner that allows Requesting Carrier to provide any call-related, database-supported services to Customers served by Requesting Carrier's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide Requesting Carrier access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

4.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party’s information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by Requesting Carrier so that Ameritech can provide sufficient resources for other Requesting Carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech’s network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and Customers.

4.3 Service Management Systems.

4.3.1 Ameritech shall provide Requesting Carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech’s Service Management System (“SMS”). In addition, Ameritech shall provide Requesting Carrier equivalent access to the SMS to design, create, test, and deploy AIN applications on Ameritech’s Advanced Intelligent Network.

4.3.2 Access to the SMS will be provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself. The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

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

5.0 **Operations Support Systems Functions**

5.1 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use, all available Operations Support Systems functions.

5.2 Ameritech shall also provide Requesting Carrier access to and Requesting Carrier shall use the functionality of any internal gateway systems Ameritech employs in performing the OSS functions described in **Schedule 9.2.6** for its own Customers. A “**gateway system**” means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of such OSS functions.

6.0 Operator Services and Directory Services.

6.1 Ameritech shall provide Requesting Carrier access to Ameritech's Operator Service and Directory Assistance facilities as a separate Network Element via Collocation or any other technically feasible manner at the Ameritech Central Office where that element exists or any other mutually agreed upon method.

6.2 Ameritech shall provide unbundled Operator Services ("OS") and Directory Assistance ("DA") to Requesting Carrier in conjunction with Telephone Exchange Service provided to Requesting Carrier as a purchaser of Resale Services and/or ULS. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Requesting Carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

6.3 Requesting Carrier will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech's operator service switch. Specifically, Requesting Carrier shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which Requesting Carrier will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable Requesting Carrier to deliver its OS or DA traffic to the operator service switch most closely located to the Requesting Carrier's NPA/exchange originating the call.

6.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

6.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

6.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Requesting Carrier has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

6.7 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

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

6.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service so that Requesting Carrier can provide its own

OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to Requesting Carrier. In either case, Requesting Carrier is required to obtain any required custom routing and obtain and/or to provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

6.10 Upon request of Requesting Carrier, Ameritech shall provide access to Requesting Carrier of the name, address and telephone directory information of Ameritech's Telephone Exchange Service Customers so that Requesting Carrier can provide its own DA Service. Access to such listings shall be provided on the terms and conditions set forth in a separate listings license agreement between the parties.

6.11 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling Requesting Carrier to provide its own OS or DA service. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

6.12 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit Requesting Carrier to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

6.13 Access of resellers and Requesting Carrier to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other Customers of its DA and OS services.

6.14 Requesting Carrier will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information.

6.14.1 To the extent that Requesting Carrier does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter Requesting Carrier's surcharge rates into Ameritech's rate tables, and will charge Requesting Carrier for changing those tables at the rates then charged by Ameritech for such service.

6.14.2 For DA services, Requesting Carrier will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

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

6.15 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon Requesting Carrier's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, Requesting Carrier must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers.

6.16 Branding: Re-branding is available as follows:

(a) Mechanized front-end branding is available for all **manual** and automated OS calls.

(b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.

(c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.

(1) Such calls can be manually handled and branded.

(2) If Customer desires mechanized branding, the feature can be installed if Requesting Carrier pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from Requesting Carrier, and as technically feasible, Ameritech will re-brand OS and DA traffic from Requesting Carrier's telephone exchange lines, or to Requesting Carrier's unbundled OS or DA network element. Re-branded service requires that Requesting Carrier arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable facilities.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

6.17 Requesting Carrier grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for providing DA information, and will not be disclosed to third parties. Nothing in this Agreement shall prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of such separate agreement.

6.18 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

SCHEDULE 9.10

NETWORK ELEMENT PERFORMANCE ACTIVITIES

The following performance benchmarks are in addition to those ordered by the Commission on May 27, 1999, as modified by the Commission’s Order of September 3, 1999, or as may be modified by the Commission from time to time. If any inconsistency should arise between the Agreement and the Commission’s orders, the more rigorous performance standard shall apply.

A. Non-DS1 Loops-Standard Intervals

Volume*	Interval
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

1. Facilities Available	7 Business Days
2. Facilities or Force Not Available	Negotiated Interval

C. DS3-Unbundled Local Transport Negotiated Interval

D. OC-N-Unbundled Local Transport Negotiated Interval

SCHEDULE 10.1
RESALE SERVICES

The Resale Services provided hereunder and the rates for such Resale Services by Ameritech are those Telecommunications Services set forth in the Resale Tariff(s).

SCHEDULE 10.1.2

FORM OF AGREEMENT TO ASSUME AMERITECH CONTRACTS

This Agreement to Assume Ameritech Contracts is delivered by [Requesting Carrier], a _____ corporation with offices at _____ (“**Requesting Carrier**”) to Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Michigan (“**Ameritech**”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 1999 by and between the Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

With the submission by Requesting Carrier to Ameritech of any Service Order by which Requesting Carrier is assuming a contract for a Telecommunications Service that Ameritech provides to its Customer (e.g., Optional Calling Plans, Centrex Lines, Private Lines, ICBs, etc.), Requesting Carrier agrees to purchase for resale to the same Customer the Telecommunications Services described in each such contract, subject to the terms and conditions of such contract, including, any termination liability.

Requesting Carrier represents and warrants to Ameritech that, prior to submission of any Service Order for a Telecommunication Service available under an assumed contract, each existing retail contract between Ameritech and the Customer will have been assigned in writing to Requesting Carrier by the Customer in accordance with the provisions of such retail contract. Requesting Carrier agrees to defend, indemnify and hold Ameritech harmless from any and all Losses from any Claim by a third party, including a Customer, arising or relating to the assignment of the contract to Requesting Carrier.

ACCEPTED AND AGREED:

Requesting Carrier:
 Signature:
 Date:

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

1.0 Introduction. Consistent with Applicable Law, it is necessary for Requesting Carrier and Ameritech to provide interface requirements to allow Requesting Carrier to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (“**Law Enforcement Process**”). The Law Enforcement Process will enable Requesting Carrier to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire tap, wire trace, fraud control, physical security and subpoena management.

2.0 Law Enforcement. Definition - The Law Enforcement Process assures that Requesting Carrier (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When Requesting Carrier must initiate a wire tap or trace as a result of its Customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. Requesting Carrier (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency’s name, officer’s name and case or report number.

3.2.2. Requesting Carrier shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate tap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of Requesting Carrier Customers who have received annoying calls. AACB will build case for and establish tap for twenty-one (21) days. Requesting Carrier shall contact the AACB to renew the tap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to Requesting Carrier a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, Requesting Carrier shall advise its Customer to contact its local Law Enforcement Agency and to provide Requesting Carrier with required information to initiate a tap or call trace. Requesting

Carrier will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Requesting Carrier shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a tap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide Requesting Carrier representatives with an emergency security contact number.

3.2.7. Requesting Carrier's Customer must contact Requesting Carrier with the dates and times of the unwanted calls. Requesting Carrier shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to Requesting Carrier informing Requesting Carrier of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that Requesting Carrier provided to the AACB. Requesting Carrier shall inform its Customer of the results of the investigation.

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

4.0 Wire Intercept.

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of Requesting Carrier Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the Requesting Carrier Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1. Definition - Requests from law enforcement agencies to conduct a "**form**" of identifying calls dialed by Requesting Carrier Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept **Section 4.1.**

6.0 Trace.

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the Requesting Carrier Customer (via Requesting Carrier) or court order, law enforcement officials request a record of calling numbers to the premises of the Requesting Carrier Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Requesting Carrier direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and made readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding Requesting Carrier Customers. If the law enforcement agency serves Requesting Carrier the original subpoena, Requesting Carrier shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify Requesting Carrier of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to Requesting Carrier's Customers are pending further discussions with Ameritech.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Events affecting Ameritech's network, work centers and Operational Support Systems functions;
- (b) Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;
- (c) Procedures for notifying Requesting Carrier of problems, initiating restoration plans and advising Requesting Carrier of the status of resolution;
- (d) Definition of a disaster; and
- (e) Equal priority, as between Requesting Carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

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

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

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

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

Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, Requesting Carrier shall be entitled to place orders to transfer a Customer to Requesting Carrier without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). However, unless

agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

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

Schedule 10.17

FORM OF REPRESENTATION OF AUTHORIZATION²

This Representation of Authorization is delivered by Part A, a _____ corporation with offices at _____ (“**Party A**”) to Party B, a _____ corporation with offices at _____ (“**Party B**”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 1999 by and between Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

Party A hereby represents to Party B, for purposes of obtaining a Customer’s Customer Proprietary Network Information (“**CPNI**”) for purposes other than changes in telecommunications service providers, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Party A for purposes other than changes in telecommunications service providers, Party A acknowledges that it must obtain written authorization in the form of a signed letter (“**Letter**”) that explicitly authorizes Party A to have access to the prospective Customer’s CPNI. The Letter must be signed by the prospective Customer or the prospective Customer’s authorized representative. In order to obtain the CPNI of the prospective Customer, Party A must submit to Party B the Letter. If Party A cannot provide a Letter, then Party B shall not provide CPNI to Party A.
2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Party A acknowledges that it must obtain authorization by using any of the means specified in the procedures adopted by the Commission in Case No. U-11900 which govern a change in telecommunications service providers (“**Documentation of Authorization**”), in each case that explicitly authorized Party A to change or provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer’s authorized representative. Party A need not submit the Documentation of Authorization to process a service order. However, Party A hereby represents that it will not submit a service order to Party B unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
3. The Documentation of Authorization must clearly and accurately identify Party A and the prospective Customer. Party B will only disclose CPNI to agents of Party A identified in the Letter or Documentation of Authorization.

2 For purposes of this **Schedule 10.17**, “**Party A**” means the carrier requesting access to a prospective Customer’s CPNI and “**Party B**” means the Party that provides the CPNI. As provided in **Section 10.17**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 10.17**.

4. Party A acknowledges that if the PLEC of its prospective Customer is a carrier other than Party B, Party B may have incomplete, inaccurate or no CPNI on such prospective Customer. In such cases, Party A agrees that it, and not Party B, has the sole obligation to request the CPNI of such prospective Customer for the tat Customer’s PLEC.
5. Party A shall retain all Documentation of Authorization in its files for as long as Party A provides Telephone Exchange Service to the Customer or for as long as Party A makes requests for information on behalf of the Customer.
6. Party A shall make Documentation of Authorization available for inspection by Party B during normal business hours. In addition, Party A shall provide Documentation of Authorization for Customers or prospective Customers to Party B upon request.
7. Party A is responsible for, and shall hold Party B harmless form, any and all Losses resulting from Party B’s reliance upon Party A’s representations as to it authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Party B or placing a service order with Party B for Telephone Exchange Service. In addition, Party A acknowledges that Party B makes no repetition or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Party B shall have no liability to Party A in connection therewith.
8. If Party A fails to abide by the procedures set forth herein, Party B reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.
9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this ____ day of _____ 200_____

PARTY A

By: _____

Title: _____

Printed Name: _____

Date: _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
COMCAST TELECOMMUNICATIONS OF MICHIGAN, LLC**

Michigan Bell Telephone Company¹ d/b/a SBC Michigan, as the Incumbent Local Exchange Carrier in Michigan, (hereafter, "ILEC" or "SBC Michigan") and Comcast Telecommunications of Michigan, LLC as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Michigan, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Michigan ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about June 16, 2003 ILEC made an offer to all telecommunications carriers in the state of Michigan (the "Offer") to exchange traffic on and after July 6, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Michigan, Illinois, Wisconsin, Indiana, and Ohio. Michigan Bell offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

July 6, 2003 and thereafter: .0007 per minute

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Michigan ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Michigan Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Michigan LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Michigan LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Michigan LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Michigan LATA, and that any ISP-bound Traffic in other Michigan LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged

between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before July 28, 2003, this Amendment will be effective as of July 6, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on July 6, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after July 28, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.

4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

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

4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

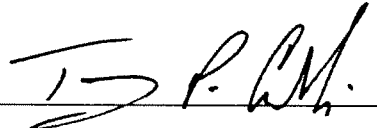
4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on

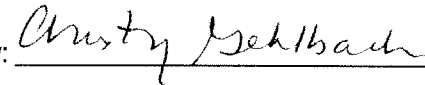
Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Michigan reserves its right, to the extent SBC Michigan has not already invoked the FCC ISP terminating compensation in SBC Michigan and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 30th day of July, 2003, by SBC Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Comcast Telecommunications of Michigan, LLC

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

By: 

By: 

Name: TIMOTHY P. COLLINS
(Print or Type)

Name: Christy Gehlbach
(Print or Type)

Title: VICE PRESIDENT - TELEPHONE
(Print or Type)

Title: ^{For/} President – Industry Markets

Date: JULY 24, 2003

Date: 7-30-03

FACILITIES-BASED OCN # 8935

ACNA CCV

**MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This MPSC September 21, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Amendment”) is being entered into by and between Michigan Bell Telephone Company d/b/a SBC Michigan (“SBC Michigan”)¹ and Comcast Phone of Michigan, LLC (“CLEC”).

WHEREAS, SBC Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission (“MPSC” or “Commission”) for approval, and may have been amended prior to this Amendment (the “Agreement”);

WHEREAS, the MPSC issued an order (“Order”) in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements (“UNEs”) that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the “Compliance Filing”);

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.² In the event the MPSC 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 provisions in the underlying Agreement (including intervening law rights asserted by either Party via written

structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting CLEC, following the date the MPSC approves or is deemed to have approved the Adopting CLEC’s Section 252(i) adoption (“Section 252(i) Effective Date”). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended*, MPSC Case No. U-14305, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Comcast Phone of Michigan, LLC

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

By: [Signature]

By: [Signature: Kathy J. Wilkinson]

Printed: RIAN J. WREN

Printed: Kathy J. Wilkinson

Title: SVP + GM - TELEPHONY

Title: For/ Senior Vice President - Industry Markets & Diversified Businesses

Date: 12/13/04

Date: 12-29-04

FACILITIES-BASED OCN # 8935

ACNA JCV

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			
Company-Owned Splitter - Shelf at a time	\$ 1.33		
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.

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Service Ordering -(DS0) - Administrative Charge		\$ -	\$ -
Service Provisioning (DS0)		\$ -	\$ -
Service Ordering -(DS1) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS1) (both UNE-L and new UNE-P)		\$ 63.95	\$ 41.42
Service Ordering -(DS3) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS3) (both UNE-L and new UNE-P)		\$ 91.29	\$ 31.48
Line Connection Charge - Analog Loop - Per Termination (both UNE-L and new UNE-P)		\$ 20.43	\$ 6.71
Service Coordination Fee - Per carrier bill, per central office	\$ 5.39		
Cancellation OR Change Service Charge. PER LAST CRITICAL DATE REACHED			
ANALOG LOOPS			
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	\$ -
DS0			
DIGITAL LOOPS			
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		\$ -	\$ -
DS1			
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	\$ -
DS3			
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	\$ -
Due Date Change Charge. PER ORDER PER OCCASION			
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**

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
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		

Note 1: All rates subject to change based on the final Compliance 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
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		\$ -	

Note 1: All rates subject to change based on the final Compliance 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
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		

Note 1: All rates subject to change based on the final Compliance 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
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.

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Cancellation or Change Service Charge per last critical date reached			
DS1 Tandem Trunk Port			
Service Order Portion to be applied to each critical date below		\$	2.06
Design Layout Report Date		\$	-
Records Issue Date		\$	-
Designed, Verified and Assigned Date		\$	-
Plant Test Date		\$	43.59
 Tandem Trunk Port Due Date Change Charge, per order per occasion		\$	0.57
 ULS-ST Usage rates PER MOU			
ULS Switch Usage per MOU (for ULS-ST)	\$		-
ULS-ST Blended Transport Usage	\$	0.001321	
ULS-ST Common Transport Usage	\$	0.000831	
ULS-ST Tandem Switching Usage	\$	0.000198	
ULS-ST Reciprocal Compensation - Setup	\$		-
ULS-ST Reciprocal Compensation - MOU	\$		-
ULS-ST SS7 Signaling Transport	\$	0.000969	
 Stand -Alone ULS and ULS-ST Service Coordination Fee - Per carrier bill, per switch	\$	5.39	
 Unbundled Tandem Switch Trunk Port (DS1)			
Usage (without tandem trunk ports) per mou	\$	0.000238	
 Cross-Connects			
2-Wire	\$	0.13	
4-Wire	\$	0.27	
6-Wire	\$	0.40	
8-Wire	\$	0.54	
DS1	\$	16.46	
DS3		N/A	
OC-3	\$	1.05	
OC-12	\$	1.05	
OC-48	\$	1.05	
 Centrex System Charges.			
Centrex Common Block Establishment, each		\$	91.75
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
Service Ordering - Initial - Complex Port		\$	34.49
Service Ordering - Initial - ULS Trunk Port		\$	73.38
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
Custom Routing, via AIN, of OS / DA per route, per switch		\$	28.09
			\$ 27.58
			\$ 28.09
 UNE - P Service Order NRC Charge			
POTS Electronic		\$	0.40
POTS Manual		\$	23.16
Non-POTS Electronic		\$	6.06
Non-POTS Manual		\$	42.98
			\$ 0.18
			\$ 11.37
			\$ 1.39
			\$ 15.14

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	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 Facilities</u>			
800DB Carrier-ID-Only Query	\$ 0.000994		
800DB Routing Options Query	\$ 0.000039		
Access to LIDB Database			

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	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		
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		

Note 1: All rates subject to change based on the final Compliance 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
<u>Cancellation or Change Service Charge . per last critical date reached.</u>			
DS3			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 20.38	
Records Issue Date		\$ 20.97	
Designed, Verified and Assigned Date		\$ 53.61	
Plant Test Date		\$ 76.53	
OC-3 UDT Rates			
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 1	\$ 481.27		
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 2	\$ 490.62		
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 3	\$ 548.51		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 1	\$ 459.83		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 2	\$ 383.08		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 3	\$ 336.49		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination InterZone	\$ 418.90		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 1	\$ 18.42		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 2	\$ 10.82		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 3	\$ 15.13		
Interoffice Mileage - 155.52 Mbps - Per Mile InterZone	\$ 9.00		
OC-3 Add/Drop Multiplexing, per arrangement All Zones	\$ 300.68		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 24.04		
Add/Drop Function - Per DS1 Add or Drop All Zones	\$ 3.84		
1+1 Protection, Per OC-3 Entrance Facility Zone 1	\$ 47.46		
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.

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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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
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.

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
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		

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
TRANSIT SERVICE			
Tandem Switching			
per minute of use	\$ 0.000309		
Tandem Termination			
per minute of use	\$ 0.000105		
Tandem Facility			
per minute of use	\$ 0.000040		
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 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.

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended.*

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
DS1 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		

Note 1: All rates subject to change based on the final Compliance 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 Michigan	
	SBC MI Recurring	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

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Access during non-normal business day			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Security Escort			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during unattended hours			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during non-normal business day			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This MPSC September 21, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC Michigan")¹ and Comcast Phone of Michigan, LLC ("CLEC").

WHEREAS, SBC Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward. The MPSC in a subsequent order issued as a result of its review of the Compliance Filing, revised the rates and/or rate structures reflected in the Compliance Filing, thereby resulting in new rates and/or rate structures

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

under Attachment A hereto. This Amendment with a revised Attachment A conforming to such subsequent order ("Revised Amendment") shall be promptly filed with the Commission for immediate approval, upon which the Revised Amendment shall replace the MPSC September 21, 2004 Order Amendment, including without limitation that such rates and rate structures in the revised Attachment A shall apply as if such rates and rate structures went into effect on November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate).

- 2.2 This Amendment is provided as a means by which SBC Michigan and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if access to such UNE(s) is barred under the FCC's *Order on Remand*, FCC 04-290, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. February 4, 2005).

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended*, MPSC Case

No. U-14305, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and the FCC's *Order on Remand*, FCC 04-290, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. February 4, 2005).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, neither Party (or its affiliates) is waiving its rights, abilities, remedies or arguments with respect to the applicability or non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). Each Party (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

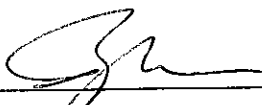
7. MISCELLANEOUS

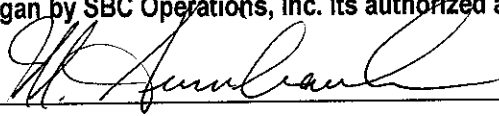
- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Comcast Phone of Michigan, LLC

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

By: 

By: 

Printed: RIAN J. WREN

Printed: Mike Auinbauh

Title: SVP + GM-TELEPHONY

Title: AVP-Local Interconnection Marketing

Date: 4-3-05

Date: 4-6-05

FACILITIES-BASED OCN # 8935

ACNA JCV

**SBC MICHIGAN RATES PER ORDER
IN CASE NO. U-13531**

**ATTACHMENT A –
EXHIBIT A PRICE SCHEDULE
EFFECTIVE NOVEMBER 6, 2004**

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Unbundled Loops			
2W Analog Basic - Access Area A	\$ 9.13		
2W Analog Basic - Access Area B	\$ 10.77		
2W Analog Basic - Access Area C	\$ 14.20		
2W Analog PBX Grd Start - Access Area A	\$ 9.26		
2W Analog PBX Grd Start - Access Area B	\$ 11.05		
2W Analog PBX Grd Start - Access Area C	\$ 14.47		
2W Analog COPTS Coin - Access Area A	\$ 9.45		
2W Analog COPTS Coin - Access Area B	\$ 11.32		
2W Analog COPTS Coin - Access Area C	\$ 14.72		
2W Analog EKL - Access Area A	\$ 10.35		
2W Analog EKL - Access Area B	\$ 12.57		
2W Analog EKL - Access Area C	\$ 15.88		
4W Analog - Access Area A	\$ 21.83		
4W Analog - Access Area B	\$ 26.66		
4W Analog - Access Area C	\$ 33.16		
DIGITAL			
2W Digital ISDN-BRI - Access Area A	\$ 12.66		
2W Digital ISDN-BRI - Access Area B	\$ 16.22		
2W Digital ISDN-BRI - Access Area C	\$ 19.93		
4W Digital - Access Area A	\$ 40.65		
4W Digital - Access Area B	\$ 44.01		
4W Digital - Access Area C	\$ 51.71		
DS3 Loop - Access Area A	\$ 321.94		
DS3 Loop - Access Area B	\$ 379.38		
DS3 Loop - Access Area C	\$ 479.37		
xDSL Capable loops			
PSD 1-5 and 7			
2W ADSL/HDSL Compatible - Access Area A	\$ 9.51		
2W ADSL/HDSL Compatible - Access Area B	\$ 11.42		
2W ADSL/HDSL Compatible - Access Area C	\$ 17.02		
PSD 3			
4W HDSL Compatible - Access Area A	\$ 17.51		
4W HDSL Compatible - Access Area B	\$ 20.96		
4W HDSL Compatible - Access Area C	\$ 32.35		
IDSL-Loops			
IDSL Loop Access Area A - Metro	\$ 12.66		
IDSL Loop Access Area B - Suburban	\$ 16.22		
IDSL Loop Access Area C - Rural	\$ 19.93		
High Frequency Portion of the Loop			
HFPL Loop - Access Area A	\$ 4.75		
HFPL Loop - Access Area B	\$ 5.71		
HFPL Loop - Access Area C	\$ 8.51		
OSS Modification	\$ -		
Cross Connect Configuration - Company Owned	\$ 0.45	\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned		\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned - Non-Integrated	\$ 0.45		
Company-Owned Splitter - Line at a time	\$ 1.33		
Company-Owned Splitter - Shelf at a time			
HFPL Service Order Charges			
Installation		\$ 3.62	\$ 1.77
Subsequent		\$ 3.46	\$ -
Record Order		\$ 2.13	\$ -
Loop NRC			
Service Ordering Charge - Analog Loops - Initial - Per Occasion		\$ 3.62	\$ 1.77
Service Ordering Charge - Analog Loops - Subsequent - Per Occasion		\$ 3.46	
Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion		\$ 2.13	
Service Ordering -(DS0) - Administrative Charge		\$ -	\$ -
Service Provisioning (DS0)		\$ -	\$ -
Service Ordering -(DS1) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS1) (both UNE-L and new UNE-P)		\$ 63.95	\$ 41.42
Service Ordering -(DS3) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS3) (both UNE-L and new UNE-P)		\$ 91.29	\$ 31.48
Line Connection Charge - Analog Loop - Per Termination (both UNE-L and new UNE-P)		\$ 20.43	\$ 6.71
Service Coordination Fee - Per carrier bill, per central office	\$ 5.39		

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
<u>Cancellation OR Change Service Charge, PER LAST CRITICAL DATE REACHED</u>			
<u>ANALOG LOOPS</u>			
Service Order Portion to be applied to each critical date below		\$ 0.36	\$ -
Design Layout report date		\$ -	\$ -
Records Issue Date		\$ -	\$ -
Designed, Verified and Assigned Date		\$ 7.76	\$ -
Plant Test Date		\$ 52.27	\$ -
<u>DS0</u>			
<u>DIGITAL LOOPS</u>			
Service Order Portion to be applied to each critical date below		\$ 0.36	\$ -
Design Layout report date		\$ -	\$ -
Records Issue Date		\$ -	\$ -
Designed, Verified and Assigned Date		\$ -	\$ -
Plant Test Date		\$ -	\$ -
<u>DS1</u>			
Service Order Portion to be applied to each critical date below		\$ 2.38	\$ -
Design Layout report date		\$ 15.04	\$ -
Records Issue Date		\$ 15.04	\$ -
Designed, Verified and Assigned Date		\$ 45.33	\$ -
Plant Test Date		\$ 65.75	\$ -
<u>DS3</u>			
Service Order Portion to be applied to each critical date below		\$ 2.38	\$ -
Design Layout report date		\$ 16.05	\$ -
Records Issue Date		\$ 16.05	\$ -
Designed, Verified and Assigned Date		\$ 43.27	\$ -
Plant Test Date		\$ 66.14	\$ -
<u>Due Date Change Charge, PER ORDER PER OCCASION</u>			
Analog Loop		\$ 3.62	\$ -
Digital DS0		\$ 0.26	\$ -
Digital DS1		\$ 0.55	\$ -
Digital DS3		\$ 0.55	\$ -
<u>Subloops</u>			
MDF to ECS subloop charge 2-Wire Analog Area A (Metro)	\$ 6.98		
MDF to ECS subloop charge 2-Wire Analog Area B (Suburban)	\$ 6.85		
MDF to ECS subloop charge 2-Wire Analog Area C (Rural)	\$ 7.54		
MDF to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 5.06		
MDF to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.86		
MDF to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 6.08		
MDF to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 7.46		
MDF to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 8.96		
MDF to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 12.16		
ECS to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 1.10		
ECS to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 1.04		
ECS to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 1.10		
ECS to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 3.50		
ECS to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 4.14		
ECS to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 7.17		
ECS to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 5.17		
ECS to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.95		
ECS to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 9.21		
SAI to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 2.90		
SAI to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 3.55		
SAI to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 6.55		
SAI to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 4.57		
SAI to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.35		
SAI to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 8.59		
Terminal to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 2.13		
Terminal to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 2.28		
Terminal to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 2.56		
MDF to ECS subloop charge 4-Wire Analog Area A (Metro)	\$ 28.02		
MDF to ECS subloop charge 4-Wire Analog Area B (Suburban)	\$ 26.45		
MDF to ECS subloop charge 4-Wire Analog Area C (Rural)	\$ 27.69		
MDF to SAI subloop charge 4-Wire Analog Area A (Metro)	\$ 15.96		
MDF to SAI subloop charge 4-Wire Analog Area B (Suburban)	\$ 19.54		
MDF to SAI subloop charge 4-Wire Analog Area C (Rural)	\$ 19.80		
MDF to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 20.18		
MDF to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 25.04		
MDF to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 31.08		

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
ECS to SAI subloop charge 4-Wire Analog Area A (Metro)	\$ 2.11		
ECS to SAI subloop charge 4-Wire Analog Area B (Suburban)	\$ 2.00		
ECS to SAI subloop charge 4-Wire Analog Area C (Rural)	\$ 2.11		
ECS to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 6.33		
ECS to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 7.50		
ECS to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 13.39		
ECS to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 7.97		
ECS to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 9.12		
ECS to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 15.47		
SAI to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 5.17		
SAI to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 6.36		
SAI to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 12.19		
SAI to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 6.81		
SAI to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 7.98		
SAI to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 14.27		
Terminal to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 2.13		
Terminal to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 2.07		
Terminal to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 2.69		
MDF to ECS subloop charge 2-Wire DSL Area A (Metro)	\$ 5.04		
MDF to ECS subloop charge 2-Wire DSL Area B (Suburban)	\$ 5.81		
MDF to ECS subloop charge 2-Wire DSL Area C (Rural)	\$ 9.37		
MDF to SAI subloop charge 2-Wire DSL Area A (Metro)	\$ 5.30		
MDF to SAI subloop charge 2-Wire DSL Area B (Suburban)	\$ 6.34		
MDF to SAI subloop charge 2-Wire DSL Area C (Rural)	\$ 9.11		
MDF to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 7.78		
MDF to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 9.55		
MDF to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 15.03		
ECS to SAI subloop charge 2-Wire DSL Area A (Metro)	\$ 1.07		
ECS to SAI subloop charge 2-Wire DSL Area B (Suburban)	\$ 0.99		
ECS to SAI subloop charge 2-Wire DSL Area C (Rural)	\$ 1.04		
ECS to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 3.55		
ECS to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 4.21		
ECS to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 6.96		
ECS to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 5.27		
ECS to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 6.07		
ECS to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 8.95		
SAI to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 2.95		
SAI to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 3.61		
SAI to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 6.34		
SAI to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 4.67		
SAI to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 5.48		
SAI to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 8.33		
Terminal to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 2.20		
Terminal to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 2.36		
Terminal to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 2.50		
Sub-Loops (continued)			
MDF to ECS subloop charge 4-Wire DSL Area A (Metro)	\$ 10.09		
MDF to ECS subloop charge 4-Wire DSL Area B (Suburban)	\$ 11.63		
MDF to ECS subloop charge 4-Wire DSL Area C (Rural)	\$ 18.74		
MDF to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 10.98		
MDF to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 13.06		
MDF to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 18.55		
MDF to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 15.68		
MDF to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 19.16		
MDF to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 30.19		
ECS to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 2.12		
ECS to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 1.96		
ECS to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 2.05		
ECS to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 6.82		
ECS to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.06		
ECS to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 13.69		
ECS to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 8.65		
ECS to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 9.86		
ECS to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 15.84		
SAI to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 5.66		
SAI to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 6.92		
SAI to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 12.49		
SAI to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 7.49		
SAI to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.72		
SAI to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 14.64		
Terminal to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 2.37		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	
		Connect	Disconnect
Terminal to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 2.29		
Terminal to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 2.78		
MDF to ECS Subloop Charge 2-Wire ISDN Area A (Metro)	\$ 16.21		
MDF to ECS Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 16.32		
MDF to ECS Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.10		
MDF to SAI subloop charge 2-Wire ISDN Area A (Metro)	\$ 8.86		
MDF to SAI Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 11.65		
MDF to SAI Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 12.45		
MDF to Terminal subloop charge 2-Wire ISDN Area A (Metro)	\$ 11.10		
MDF to Terminal Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 14.54		
MDF to Terminal Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.05		
MDF to RT Subloop Charge 4-Wire DS1 Area A (Metro)	\$ 63.61		
MDF to RT Subloop Charge 4-Wire DS1 Area B (Suburban)	\$ 65.75		
MDF to RT Subloop Charge 4-Wire DS1 Area C (Rural)	\$ 69.25		
MDF to RT Subloop Charge-DS3 Area A (Metro)	\$ 320.21		
MDF to RT Subloop Charge-DS3 Area B (Suburban)	\$ 374.10		
MDF to RT Subloop Charge-DS3 Area C (Rural)	\$ 467.37		
Sub-Loop Non-Recurring Charges			
Service Order Charge			
Establish, per occasion		\$ 3.62	\$ 2.13
Add or change, per occasion		\$ 3.54	\$ -
Provisioning			
2-wire Analog		\$ 20.20	\$ 6.71
4-wire Analog		\$ 20.20	\$ 6.71
2-wire DSL		\$ 20.20	\$ 6.71
4-wire DSL		\$ 20.20	\$ 6.71
2-wire ISDN		\$ 20.20	\$ 6.71
2-wire DS1		\$ 146.76	\$ 52.02
DS3		\$ 162.48	\$ 64.68
Loop Qualification			
Manual Loop Qualification		\$ -	
Mechanized Loop Qualification		\$ -	
Loop Conditioning - For Loop Facilities			
For Loop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ -	
- Remove Bridged Taps		\$ -	
- Restore Bridged Taps		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coils & Bridged Taps		\$ -	
- Restore Load Coils & Bridged Taps		\$ -	
- Remove Bridged Taps & Repeater		\$ -	
- Restore Bridged Taps & Repeater		\$ -	
For Loop Facilities > 17.5 kft			
- Remove Load Coil		\$ -	
- Remove Bridged Tap		\$ -	
- Restore Bridged Tap		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coil & Bridged Tap		\$ -	
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
Subloop Conditioning - For subloop Facilities			
For subloop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ -	
- Remove Bridged Taps		\$ -	
- Restore Bridged Taps		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coils & Bridged Taps		\$ -	
- Restore Load Coils & Bridged Taps		\$ -	
- Remove Bridged Taps & Repeater		\$ -	
- Restore Bridged Taps & Repeater		\$ -	
For subloop Facilities > 17.5 kft			
- Remove Load Coil		\$ -	
- Remove Bridged Tap		\$ -	
- Restore Bridged Tap		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coil & Bridged Tap		\$ -	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
Unbundled Local Switching (ULS) (Stand-Alone)			
ULS Switch Usage (over 1,622 MOU), per MOU or fraction thereof	\$ 0.000017		
Unbundled Local Switching (Stand Alone)			
Basic Line Port	\$ 3.46	\$ 13.63	\$ 7.60
Ground Start Line Port	\$ 3.46	\$ 13.63	\$ 7.60
ISDN-Direct Port	\$ 6.66	\$ 46.68	\$ 24.97
per Telephone Number	\$ -		
DID Trunk Port	\$ 16.92	\$ 39.03	\$ 22.44
per Telephone Number	\$ -		
DID Trunk Port-add/rearrange each termination	\$ -	\$ 16.08	\$ -
ISDN Prime Trunk Port	\$ 127.87	\$ 79.61	\$ 42.52
per Telephone Number	\$ -		
ISDN Prime Trunk Port-add/rearrange channels	\$ -	\$ 16.08	\$ -
Digital Trunking Trunk Port (DS1)	\$ 92.02	\$ 57.33	\$ 24.97
Unbundled Local Switching (ULS) Trunk Port	\$ 92.02	\$ 106.37	\$ 84.41
Centrex Basic Line Port	\$ 3.46	\$ 13.63	\$ 7.60
Centrex ISDN Line Port	\$ 6.66	\$ 46.68	\$ 24.97
Centrex EKL Line Port	\$ 4.85	\$ 46.68	\$ 24.97
Centrex Attendant Console Line Port	\$ 7.98	\$ 46.68	\$ 24.97
Conversion Charge, per Order (change from one type of line-port to another)		\$ 0.15	\$ -
Provisioning of message detail per record	\$ 0.000383		
Port Feature Add / Change Translation Charge			
Initial (1st) feature per port, per order:			
Basic		\$ 0.10	\$ 0.10
Ground Start / PBX		\$ 0.08	\$ 0.08
ISDN Direct		\$ 0.14	\$ 0.14
DID Trunk		\$ -	\$ -
ISDN Prime		\$ 13.07	\$ 12.68
Digital Trunking		\$ 8.25	\$ 8.25
ULS Trunk		\$ 8.25	\$ 8.25
Cancellation or Change (Provisioning) Charge per last critical date reached			
BASIC LINE PORT			
Service Order Portion to be applied to each critical date below		\$ 0.26	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 17.09	
Plant Test Date		\$ 17.09	
Complex Line Port			
Service Order Portion to be applied to each critical date below		\$ 3.38	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 6.30	
Plant Test Date		\$ 20.29	
Cancellation or Change (Provisioning) Charge per last critical date reached			
(continued)			
DS1 Trunk Port			
Service Order Portion to be applied to each critical date below		\$ 3.38	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 13.74	
Plant Test Date		\$ 179.75	
New Line Class Code			
Translations: writing, accepting, and testing		\$ 246.09	
Plant Test Date		\$ 259.04	
New Network Routing			
Translations: writing, accepting, and testing		\$ 28.06	
Plant Test Date		\$ 28.06	
Due date change charge per order per occasion			
Basic Line Port		\$ 3.46	
Trunk Port		\$ 0.76	
Complex Line Port		\$ 0.76	

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Unbundled Tandem Switch Trunk Port (DS1)			
Initial Charge (per DS1)		\$ 120.08	\$ 21.97
DS1 Tandem Trunk Port Change - per port		\$ 16.08	
Service Charge per order		\$ 52.70	\$ 1.75
Cancellation or Change Service Charge per last critical date reached			
DS1 Tandem Trunk Port			
Service Order Portion to be applied to each critical date below		\$ 2.06	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ -	
Plant Test Date		\$ 43.59	
Tandem Trunk Port Due Date Change Charge, per order per occasion		\$ 0.57	
ULS-ST Usage rates PER MOU			
ULS Switch Usage per MOU (for ULS-ST)	\$ -		
ULS-ST Blended Transport Usage	\$ 0.001321		
ULS-ST Common Transport Usage	\$ 0.000831		
ULS-ST Tandem Switching Usage	\$ 0.000198		
ULS-ST Reciprocal Compensation - Setup	\$ -		
ULS-ST Reciprocal Compensation - MOU	\$ -		
ULS-ST SS7 Signalling Transport	\$ 0.000969		
Stand-Alone ULS and ULS-ST Service Coordination Fee - Per carrier bill, per switch	\$ 5.39		
Unbundled Tandem Switch Trunk Port (DS1)			
Usage (without tandem trunk ports) per mou	\$ 0.000238		
Cross-Connects			
2-Wire	\$ 0.13		
4-Wire	\$ 0.27		
6-Wire	\$ 0.40		
8-Wire	\$ 0.54		
DS1	\$ 16.46		
DS3	N/A		
OC-3	\$ 1.05		
OC-12	\$ 1.05		
OC-48	\$ 1.05		
Centrex System Charges			
Centrex Common Block Establishment, each		\$ 91.75	\$ 71.17
Centrex System Features Change or Rearrangement, per feature, per occasion		\$ 72.98	\$ -
Centrex System Feature Activation, per feature, per occasion		\$ 42.12	\$ 74.11
Service Ordering Charges			
Service Ordering - Initial - Basic Port		\$ 3.46	\$ 1.77
Service Ordering - Initial - Complex Port		\$ 34.49	\$ 8.60
Service Ordering - Initial - ULS Trunk Port		\$ 73.38	\$ 1.75
Service Ordering - Record Order - Basic Port		\$ 2.13	\$ -
Service Ordering - Record Order - Complex Port		\$ 2.13	\$ -
Service Ordering - Record Order - ULS Trunk Port		\$ 2.13	\$ -
Service Ordering - Subsequent - Basic Port		\$ 3.65	\$ -
Service Ordering - Subsequent - Complex Port		\$ 5.04	\$ -
Service Ordering - Subsequent - ULS Trunk Port		\$ 5.04	\$ -
ULS Billing Establishment, per carrier (6/7/2002 replaces rate element ULS Billing Est., per carrier, per switch)		\$ 2,263.71	
Custom Routing			
Custom Routing, via LCC - New LCC, per LCC, per switch		\$ 259.04	\$ -
Custom Routing, via LCC - New Network Routing, per route, per switch		\$ 28.09	\$ 27.58
Custom Routing, via AIN, of OS / DA per route, per switch		\$ 28.09	\$ 28.09
UNE - P Service Order NRC Charge			
POTS Electronic		\$ 0.40	\$ 0.18
POTS Manual		\$ 23.16	\$ 11.37
Non-POTS Electronic		\$ 39.30	\$ 1.39
Non-POTS Manual		\$ 42.98	\$ 15.14
New UNE-P Port Connection/Disconnection			
Basic Line Port		\$ 0.14	\$ 0.14
Ground Start Line Port		\$ 0.14	\$ 0.14
ISDN-Direct Port		\$ 7.57	\$ 7.57
DID Trunk Port		\$ 17.95	\$ 13.12

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
ISDN Prime Trunk Port		\$ 65.52	\$ 35.02
Digital Trunking Trunk Port		\$ 43.56	\$ 14.36
ULS Trunk Port		\$ 43.56	\$ 14.36
Centrex Basic Line Port		\$ 0.14	\$ 0.14
Centrex ISDN Line Port		\$ 7.57	\$ 7.57
Centrex EKL Line Port		\$ 3.92	\$ 3.92
Centrex Attendant Console Line Port		\$ 0.41	\$ 0.41
Unbundled Directory Assistance			
Information Call Completion	\$ 0.004099		
Directory Assistance / per occurrence	\$ 0.248852		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
Unbundled Operator Services			
Manual Call Assistance (NO LIDB VALIDATION) PER OCCURANCE	\$ 0.276712		
Manual Call Assistance (LIDB VALIDATION) PER OCCURANCE	\$ 0.277175		
Automated Call Assistance per Occurrence	\$ 0.017312		
Busy Line Verification	\$ 0.641135		
Busy Line Verification Interrupt	\$ 0.734555		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
Directory Listing Services			
Initial Load per listing	\$ 0.010794		
Update per listing	\$ 0.010794		
Update per month	\$ 919.70		
Distribute tape to customer per customer - Monthly	\$ 77.00		
Set up per customer		\$ 495.08	
Access to SS7			
Signal Transfer Point, per port	\$ 251.91	\$ 957.41	\$ 154.13
Signal Switching, per ISUP message PER IAM	\$ 0.000077		
Signal Switching, per TCAP message	\$ 0.000060		
Signal Transport, per ISUP message PER IAM	\$ 0.000055		
Signal Transport, per TCAP message	\$ 0.000037		
Signal Formulation, per ISUP message PER IAM	\$ 0.000245		
Signal Formulation, per TCAP message	\$ 0.000126		
Signal Tandem Switching, per ISUP message	\$ 0.000132		
Originating Point Code, per service added or changed		\$ 190.81	\$ 125.53
Global Title Address Translation, per service added or changed		\$ 130.04	\$ 126.95
SS7 Links - Service Order Charge, per Request		\$ 11.37	\$ 4.85
Access to 800 Database			
<u>Database Query Using Ameritech Provided Facilities</u>			
800DB Call-Routing Query	\$ 0.000956		
800DB Routing Options Query	\$ 0.000039		
<u>Local STP Database Query Utilizing Carrier Provided</u>			
Facilities between the Carrier's Switch and Ameritech's STP and Ameritech Provided			
Facilities between Ameritech's STP and Ameritech's Regional STP			
800DB Carrier-ID-Only Query	\$ 0.000870		
800DB Routing Options Query	\$ 0.000039		
<u>Regional STP Database Query Utilizing Carrier Provided Facilities</u>			
800DB Carrier-ID-Only Query	\$ 0.000994		
800DB Routing Options Query	\$ 0.000039		
Access to LIDB Database			
LIDB Query at local STP			
LIDB Validation Query	\$ 0.005955		
LIDB Transport Query	\$ 0.000090		
LIDB Query at regional STP			
LIDB Validation Query	\$ 0.005955		
LIDB Transport Query	\$ 0.000002		
Service Order -		\$ 28.66	\$ -
Service Establishment (reference Point Code Activation in SS7 Section)		\$ -	\$ -
CNAM Database			
CNAM Database Query	\$ 0.008476		

	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
		Connect	Disconnect
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 3	\$ 548.51		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 1	\$ 459.83		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 2	\$ 383.08		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 3	\$ 336.49		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination InterZone	\$ 418.90		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 1	\$ 18.42		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 2	\$ 10.82		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 3	\$ 15.13		
Interoffice Mileage - 155.52 Mbps - Per Mile InterZone	\$ 9.00		
OC-3 Add/Drop Multiplexing, per arrangement All Zones	\$ 300.68		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 24.04		
Add/Drop Function - Per DS1 Add or Drop All Zones	\$ 3.84		
1+1 Protection, Per OC-3 Entrance Facility Zone 1	\$ 47.46		
1+1 Protection, Per OC-3 Entrance Facility Zone 2	\$ 47.23		
1+1 Protection, Per OC-3 Entrance Facility Zone 3	\$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 1	\$ 47.46		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 2	\$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 3	\$ 47.23		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 1	\$ 479.76		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 2	\$ 486.84		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 3	\$ 537.46		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.49		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 0.97		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.44		
OC3 EF NRC Zone 1		\$ 171.82	\$ 62.69
OC3 EF NRC zone 2		\$ 171.82	\$ 62.69
OC3 EF NRC zone 3		\$ 171.82	\$ 62.69
OC3 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC3 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC3 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Cancellation or Change Service Charge, per last critical date reached.			
OC3, OC12, and OC48			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 27.11	
Records Issue Date		\$ 27.11	
Designed, Verified and Assigned Date		\$ 59.75	
Plant Test Date		\$ 87.29	
OC-12 UDT Rates			
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 1	\$ 1,197.95		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 2	\$ 1,448.30		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 3	\$ 1,719.47		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 1	\$ 1,262.38		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 2	\$ 1,076.14		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 3	\$ 919.56		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination InterZone	\$ 1,112.09		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 1	\$ 74.45		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 2	\$ 40.75		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 3	\$ 64.99		
Interoffice Mileage - 622.08 Mbps - Per Mile InterZone	\$ 38.60		
OC-12 Add/Drop Multiplexing, per arrangement All Zones	\$ 456.32		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 20.93		
Add/Drop Function - Per OC-3 Add or Drop All Zones	\$ 64.05		
1+1 Protection, Per OC-12 Entrance Facility Zone 1	\$ 107.43		
1+1 Protection, Per OC-12 Entrance Facility Zone 2	\$ 103.80		
1+1 Protection, Per OC-12 Entrance Facility Zone 3	\$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 1	\$ 107.43		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 2	\$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 3	\$ 103.80		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 1	\$ 1,195.46		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 2	\$ 1,442.15		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 3	\$ 1,707.42		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.81		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 1.58		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.67		
OC12 EF NRC Zone 1		\$ 171.82	\$ 62.69

	SBC MI	SBC Michigan	
		Recurring	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	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
RECIPROCAL COMPENSATION			
End Office Local Termination			
Set up charge, per call	\$ 0.000622		
Duration charge, per MOU	\$ 0.000521		
Tandem Switching			
Set up charge, per call	\$ 0.000322		
Duration charge, per MOU	\$ 0.000337		
Tandem Transport Termination			
Set up charge, per call	\$ 0.000077		
Duration charge, per MOU	\$ 0.000081		
Tandem Transport Facility per MOU, per Mile	\$ 0.000001		
TRANSIT SERVICE			
Tandem Switching			
per minute of use	\$ 0.000309		
Tandem Termination			
per minute of use	\$ 0.000105		
Tandem Facility			
per minute of use	\$ 0.000040		
Special Access to UNE Loop and Transport			
Project Administrative Charge, per service order		\$ 4.30	
Channelized DS3 - Design & Coordination (with mileage)		\$ 4.42	
Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS1 - Design & Coordination (with mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS3 - Design & Coordination (without mileage)		\$ 4.52	
Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Channelized DS1 - Design & Coordination (without mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (without mileage)		\$ -	
Enhanced Extended Loop (EEL)			
Note: EELs will be equal to sum of the rates associated with the individual unbundled network elements comprising the EEL. The rates will be based on the rates for the unbundled loop and the unbundled dedicated transport that comprise the EEL, and any unbundled multiplexing and unbundled clear channel capability as requested or required.			
Following is a list of EELs available under this Price Schedule:			
2-Wire Analog Loop to DS1 Dedicated Transport facilities			
2-Wire Analog Loop to DS3 Dedicated Transport facilities			
4-Wire Analog Loop to DS1 Dedicated Transport facilities			
4-Wire Analog Loop to DS3 Dedicated Transport facilities			
2-Wire Digital Loop to DS1 Dedicated Transport facilities			
2-Wire Digital Loop to DS3 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS1 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS3 Dedicated Transport facilities			
Resale			
Resale Discount	16.62%		

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Physical Collocation			
Planning Fees:			
Physical Collocation - Initial (monthly per 100 SF)	\$ 19.26		
Physical Collocation - Initial (per request)		\$ 3,735.92	
Physical Collocation - Subsequent Cable Only		\$ 1,293.20	
Common/Shared Collocation - Initial (monthly per 100 SF)	\$ 0.89		
Common/Shared Collocation - Initial (per request)		\$ 3,161.16	
Common/Shared Collocation - Subsequent Cable Only		\$ 1,293.20	
Cageless Collocation - Initial		\$ 4,741.75	
Cageless Collocation - Subsequent Cable Only		\$ 1,436.89	
Adjacent On-Site Collocation - Initial		\$ 6,466.02	
Adjacent On-Site Collocation - Subsequent Cable Only		\$ 1,293.20	
Adjacent Off-Site Collocation - Initial		\$ 1,427.49	
Physical Caged Collocation:			
Physical Land and Building (per 100 SF cage)	\$ 907.64		
Physical Cage Preparation (per 100 SF cage)	\$ 55.44		
HVAC (per 10 amps of DC power)	\$ 5.88		
Physical Cable Racking (per 100 SF cage)	\$ 28.85		
Physical Grounding (per 100 SF cage)	\$ 4.50		
Cageless Collocation:			
Land and Building Charge (per 1/4 rack)	\$ 11.14		
Relay Rack Charge (Optional) (per 1/4 rack)	\$ 2.67		
HVAC (per 10 amps of DC power)	\$ 5.88		
Caged/Common Collocation:			
Land and Building (per common area linear foot)	\$ 42.15		
Cage Preparation (per common area linear foot)	\$ 2.09		
HVAC (per 10 amps of DC power)	\$ 5.88		
Physical Cable Racking (per common area linear foot)	\$ 4.54		
Physical Grounding (per common area linear foot)	\$ 0.21		
Power Consumption - DC Usage			
Physical Caged Collocation (per AMP)	\$ 6.10		
Common Caged Collocation (per AMP)	\$ 6.10		
Cageless Collocation (per AMP)	\$ 6.50		
Adjacent On-Site Collocation (per AMP)	\$ 5.22		
Power Consumption - AC Usage			
Physical Caged Collocation (per AMP)	\$ 4.00		
Common Caged Collocation (per AMP)	\$ 4.00		
Cageless Collocation (per AMP)	\$ 4.00		
Adjacent On-Site Collocation (per AMP)	\$ 4.00		
Security Cards (5 cards)		\$ 92.77	
Interconnection Arrangement Options			
Physical Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.92	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Common Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Cageless Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Adjacent On-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,818.09	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.67	\$ 1,818.09	
DS1 Racking	\$ 0.62		
Adjacent Off-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
DS1 Arrangement (450 DS1s) - MDF	\$ 355.52	\$ 694.94	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Physical Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.66	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Common Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.59	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Cageless Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.66	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Adjacent On-Site Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.68	\$ 464.59	
DS3 Arrangement (1 DS3) - DSX	\$ 12.86	\$ 464.59	
DS3 Racking	\$ 0.62		
Physical Caged Collocation - Voice Grade Arrangement (100 pairs)	\$ 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		
Entrance Fiber, per cable sheath			
Physical Caged Collocation	\$ 2.71	\$ 1,598.37	
Common Caged Collocation	\$ 2.71	\$ 1,598.37	
Cageless Collocation	\$ 14.97	\$ 1,598.37	
Adjacent On-Site Collocation	\$ 31.26	\$ 2,880.83	
Adjacent On-Site Collocation Arrangement			
Land Rental, per square foot	\$ 0.39		
Collocation-to-Collocation Arrangement			
Physical to Physical			
Fiber Cable (12 Fiber Pairs)	\$ 0.84	\$ 2,277.74	
DS1 Cable (29 DS1s)	\$ 0.76	\$ 1,421.73	
DS3 Cable (1 DS3)	\$ 0.76	\$ 363.31	
Cageless to Cageless			
Fiber Cable (12 Fiber Pairs)	\$ 0.25	\$ 897.29	
DS1 Cable (29 DS1s)	\$ 0.20	\$ 560.08	
DS3 Cable (1 DS3)	\$ 0.20	\$ 143.12	
Physical/Cageless to Virtual			
Fiber Cable (12 Fiber Pairs)	\$ 0.24	\$ 829.91	
DS1 Cable (29 DS1s)	\$ 0.19	\$ 518.01	
DS3 Cable (1 DS3)	\$ 0.19	\$ 132.37	

	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	

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
COMCAST PHONE OF MICHIGAN, LLC**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC") and Comcast Phone of Michigan, LLC ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated 7/10/2002 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Order, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 3rd day of November, 2005, by Michigan Bell Telephone Company d/b/a SBC Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Comcast Phone of Michigan, LLC

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

By: Catherine Avgiris

By: Mike Auinbaub

Name: Cathy Avgiris
(Print or Type)

Name: Mike Auinbaub
(Print or Type)

Title: Senior Vice President
(Print or Type)

Title: AVP - Local Interconnection Marketing

Date: 11-1-05

Date: NOV 03 2005

FACILITIES-BASED OCN # 8935

ACNA JCV

MICHIGAN TRO/TRRO ATTACHMENT

- 0.1 Definitions. The following definitions are applicable to this Attachment.
- 0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings).
- 0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. Examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 “Predominantly Residential” for purposes of this Amendment is defined as a Multiple Dwelling Unit or “MDU” that has greater than 50 percent of its rentable space allocated to residential use.
- 0.1.4 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.5 Hybrid Loop is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.6 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.7 Declassified Unbundled Local Circuit Switching/UNE-P (ULS/UNE-P). To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- 0.1.8 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. Pursuant to Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. Pursuant to Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

- 0.1.9 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined pursuant to Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined Pursuant to Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.11 Tier 3 Wire Centers. Pursuant to Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO. In no event shall a residential line be considered to be a business line. The determination as to whether a telephone line should be classified as Business or Residence shall be based on the same test that is currently used in Michigan, namely the determination as to whether a telephone line should be classified as Business or Residence is based on the character of the use to be made of the line. A line is classified as a business line where the user is primarily or substantially of a business, professional, institutional or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the line is classified as a residence line if installed in a residence.
- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 A "DS1 Loop", pursuant to Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with SBC, that maintains a collocation arrangement in an SBC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than SBC or any affiliate of SBC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-SBC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator.
- 0.1.16 [Intentionally left blank]
- 0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels) provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per

second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.

- 0.1.18 Dedicated Transport is defined as set forth in 47 CFR 51.319(e)(1).
- 0.1.19 [Intentionally left blank]
- 0.1.20 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. “Commingle” means the act of commingling.
- 0.1.21 “Commingled Arrangement” means the arrangement created by Commingling. Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place,
- 0.1.22 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.23 [Intentionally left blank]

1.0 **TRO Affected Elements.**

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 pursuant to the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:
- (i) Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with SBC’s networks.) In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC’s finding of non-impairment with respect to entrance facilities alters CLEC’s right to obtain interconnection facilities (entrance facilities or dedicated transport) pursuant to Section 251(c)(2) of the Act or to obtain access to such facilities at the same rates for dedicated transport as set forth in the Pricing Schedule
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops)
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;
 - (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line

¹ Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities;
- (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except to the extent that [SBC] has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case [SBC] will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis pursuant to Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation TRO Affected Elements - New Orders. [SBC] is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Effected Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein (“Identified Facility”). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
 - 1.3.2 For any TRO Affected Element that SBC provides notice, SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
 - 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR

or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and [SBC] have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then [SBC] will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

2.1 SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) pursuant to Rule 51.319(d)(2) of the FCC's TRO Remand (TRRO) Order Element(s) as follows where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops:

2.1.1 The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE- customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Effective March 11, 2005, whether or not CLEC has an Embedded Base of either ULS or UNE-P customers, SBC is not required to provide new ULS, either alone or in combination (as in with "UNE-P") as an unbundled network element under Section 251 of the Act. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the Michigan Public Service Commission, such as those issued by the Michigan Public Service Commission in Case Nos. U-14303, 14305, and U-14447, the price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, SBC must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.

2.1.1.3 Pursuant to Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 Pursuant to Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement within 12 months of the effective date of the TRRO, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- 2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions
- 2.1.3.3 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record Simple charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.
- 2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and SBC does not make the hot cuts per the schedule established in Case No. U-14463 and as a consequence ULS or UNE-P remains in place, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.
- 2.1.4 Notwithstanding the foregoing provisions of Section 2.1 and unless the CLEC specifically requests or has contractually agreed otherwise, to the extent an Embedded Base ULS/UNE-P customer is migrated to a functionally equivalent alternative service arrangement prior to March 11, 2006, the ULS/UNE-P Transition Rate shall continue to apply until March 10, 2006.
- 2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 Pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. Pursuant to Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.1.2 DS1 Loops. Pursuant to Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 Pursuant to Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. Pursuant to Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 Pursuant to Rule 51.319(e)(2), CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 Pursuant to Rule 51.319(3), a requesting CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. Pursuant to 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 Pursuant to Rule 51.319(e)(2), a requesting CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

- 3.1.6 Dark Fiber Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.
- 3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. Pursuant to Rules 51.319(a)(4)(iii) for DS1 Loops, Rule 51.319(a)(5)(iii) for DS3 Loops, Rule 51.319(e)(2)(C) for DS1 dedicated transport and 51.319(e)(iii)(C) for DS3 dedicated transport, for a 12-month period beginning on the effective date of the TRRO any such unbundled network elements that are no longer required to be provided pursuant to Section 251 as outlined in Section 1.3.1 above, [SBC] shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on March 11, 2006. Dark Fiber Loops, pursuant to Rule 51.319(a)(6), and Dark Fiber Dedicated Transport, pursuant to Rule 51.319(e)(2)(iv)B, are no longer required to be provided pursuant to Section 251. SBC shall continue to provide CLEC's Embedded Base of the High-Capacity Dark Fiber Transport arrangements for an 18-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on September 11, 2006.
- 3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, pursuant to Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- 3.2.2 Where SBC is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.
- 3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 3.2.2.2 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow

Through) Record charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.

3.2.2.3 [Intentionally left blank]

3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 SBC has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. SBC's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Michigan Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

- 4.1.1 The parties recognize that wire centers that are not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, SBC may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 4.1.1.1 SBC may update the wire center list as changes occur, but may not update the list more frequently than one time during any given six month period.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 SBC will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with SBC's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected, as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC. If the CLEC does not self-certify within this 60 day period, then the rights and obligations of the parties will be governed by Section 4.1.1.5 and/or Section 4.10 as may be appropriate.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. During the Applicable Transitional Period, CLEC may not obtain new (not ordered prior to the Applicable Transitional Period) DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been listed as declassified by SBC in an Accessible Letter, except as otherwise provided for under Section 4.10 of this Attachment.
 - 4.1.1.6 If the CLEC does provide self-certification to dispute SBC's designation determination within 60 calendar days of the issuance of the Accessible Letter pursuant to Section 4.1.1.4, or after such time pursuant to Section 4.10 herein, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4, and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
 - 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

- 4.1.2 If the Michigan Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 4.1.3 In the state of Michigan, if it desires to do so, SBC can dispute the self-certification and associated CLEC orders for facilities pursuant to Michigan Commission-established procedures set forth by the Commission in Case No. U-14447. SBC shall serve CLEC with a copy of any SBC filing contesting any Self Certification of any carrier so CLEC is fully apprised to potential Commission determination under the process set forth in Case No. U-14447 regarding non-impairment of wire centers. In accordance with the requirements of Case No. U-14447, SBC's failure to file a timely challenge, i.e., 10 calendar days after the self certification, to any CLEC's Self Certification for a given Wire Center shall be deemed a waiver by SBC of its rights to challenge any subsequent Self Certification for the affected Wire Center. SBC shall promptly notify CLEC of any time where SBC has waived its ability to challenge a Self-Certification as to any Wire Center for carrier; and such waiver shall constitute a waiver of SBC to challenge any CLEC Self-Certification pertaining to the same Wire Center unless the underlying facts pertaining to the impairment of non-impairment have changed in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the timeframe of any dispute resolution proceeding, SBC shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If CLEC's Self Certification is ultimately found to be in error by the Commission, CLEC will convert the affected facilities ordered in the wire center to an alternative service arrangement and shall be required to pay SBC the differential of the initial rates charged to the rate of the analogous service converted to based on the date that the facility was installed or the wire center was initially identified by SBC as being non impaired, whichever is later. The initial rates charged will include only charges reflected in the underlying interconnection agreement or tariff, if applicable, and will not include any analogous service elements or the increase referenced in Section 4.1.1.7. Any late payment charges, penalties, or interest associated with the true-up amount is waived for the period the affected facilities were in place plus 30 (thirty) days after the date the self-certification was found in error. Except as otherwise required by the Commission in any challenge permitted by Case No. U-14447, SBC shall not be permitted to audit CLEC's Self Certification. If SBC's challenge to CLEC's Self Certification is rejected or not accepted by the Commission, or if SBC has waived its ability to challenge CLEC's Self-Certification, then SBC must treat the Self Certification as being valid and SBC shall continue to provide the facilities in question to CLEC at the rates in the Pricing Appendix to the Agreement.
- 4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely, which will include the detailed business line information for the SBC wire center or centers that are the subject of the dispute. Any requests for additional information shall be resolved through the discovery process as described in the Commission's March 29, 2005 Order in Case No. U-14447.
- 4.2 [Intentionally left blank.]
- 4.3 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at

applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

- 4.4 SBC will process orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection consistent with the end of the applicable transitional period identified in Section 4.1.1.5. SBC will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC.
- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is located in the serving area of the impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC MICHIGAN have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.7 [Intentionally left blank.]
- 4.8 [Intentionally left blank.]
- 4.9 [Intentionally left blank.]
- 4.10 When more than 60 days from the issuance of an SBC designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4, and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

5.0 Commingling and Commingled Arrangements.

- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. Where SBC (or where one of the SBC RBOC affiliates in Illinois, Indiana, Ohio and Wisconsin) provides a particular Commingled Arrangement to any CLEC, SBC shall also be obligated to provision that Commingled Arrangement under this Agreement. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. SBC's Commingled Arrangements posted to CLEC-Online as of May 1, 2005 as available and fully tested on an end-to-end basis from ordering through provisioning and billing, include the following:
- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#

- iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
- iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
- v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. UNE loop to special access multiplexer

The following Commingled Arrangements posted to CLEC-Online as of May 1, 2005 will be available upon the completion of testing on an end-to-end basis from ordering through provisioning and billing. Such testing will be completed no later than June 15, 2005.

- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's mandatory eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

- 5.1.1 To the extent that SBC requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
- 5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired commingling arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available, SBC will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 [Intentionally left blank]

- 5.4 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.
- 5.6 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 [Intentionally left blank.]
- 5.9 [Intentionally left blank.]
- 5.10 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 6.0 EELs.**

- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:
- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
 - (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.
- 6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:
- 6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.
- 6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.
- 6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers.

- 6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL pursuant to TRO Rule 51.318(b)(2):
- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
 - (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
 - (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
 - (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
 - (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.4 of this Attachment;
 - (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
 - (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or
 - (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk (e.g., entrance facility) meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk (e.g., entrance facility).
- 6.3.6 [Intentionally left blank]
- 6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale

services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing SBC written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL

- 6.3.8 SBC may audit CLEC's compliance with service eligibility criteria as defined in Section 6.3.2 ("Eligibility Criteria") by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Michigan with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Michigan.
- 6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELs for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seeks to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
- 6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.
- 6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.8.4 SBC shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the Michigan Commission. Prior to bringing a dispute to the Michigan Commission under this section, however, CLEC shall provide notice of the dispute to SBC so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the Michigan Commission until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC

beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to SBC to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 45 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the true-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Michigan Commission within such 45-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which the High-Cap EEL does not meet the criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.

- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse SBC for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse SBC in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELs that were audited, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.
- 6.3.8.8 SBC can seek such an audit for any particular High-Cap EEL for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report and (ii) the twenty-four (24) month

period immediately preceding the date notice of such audit is provided to CLEC, but in any event not prior to the date the circuit was established.

6.3.8.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to SBC from CLEC's collocation arrangement.

6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 [Intentionally left blank]

6.6 Other than the service eligibility criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer

7.0 **Availability of HFPL for Purposes of Line Sharing.**

7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing xDSL service to a particular end-user customer and has not ceased providing xDSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

- 8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by requesting telecommunications carriers where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals; or removing or reconfiguring packetized transmission facility. SBC is not obligated to perform the above stated activities for a requesting telecommunications carrier.
- 8.1.4 [Intentionally left blank.]
- 8.1.5 [Intentionally left blank.]
- 8.1.6 Where expenses resulting from routine network modifications are not already recovered by either monthly recurring or non-recurring rates paid by the CLEC to access a UNE, SBC shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Appendix Pricing. SBC will be required to substantiate any charges for Routine Network Modifications that it believes are not included in costs already recovered through existing, applicable recurring and non-recurring charges. Until such time as the parties agree or the state commission determines that SBC is allowed to assess additional charges for any specific routine network modification, beyond its already established monthly recurring and non-recurring charges for accessing a UNE, SBC will assess no such charge. While the parties negotiate any such additional charge or during the period wherein a state commission is reaching a decision related to such charges, SBC will nonetheless undertake the routine network modification at the CLEC's request without delay. If agreement is reached or a commission decision is entered allowing SBC to recover additional expenses associated with the specific routine network modification at issue, the CLEC agrees to be responsible for such charges if it has requested SBC to perform the work.

8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

- 8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by requesting telecommunications carriers where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark

Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for a requesting telecommunications carrier. However, when a CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 [Intentionally left blank.]

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection

fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.

- 10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions
- 10.1.3.1 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record charge, associated with any conversion. Any conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.
- 10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.
- 10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

11 FTTH Loops, FTTC Loops, and Retirement of Copper Loops.

- 11.1 The following items shall apply to FTTH and FTTC Loops.
- 11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop to premises that previously was not served by any SBC Loop.
- 11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:
- (a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.
 - (b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
 - (c) If SBC retires the copper Loop pursuant to Section 11.1.3 below, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms

applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available.

- 11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, SBC must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in 47 C.F.R. 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a Copper Loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also (i) provide CLEC with a copy of such Short Term notice via an accessible letter and (ii) perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.
- 11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with 47 CFR 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally

- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.
- 11.2.3 Feeder. SBC shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer.

12.2 A requesting telecommunications carrier may not access an unbundled network element for the sole purpose of providing non-qualifying services.

12.3 A requesting telecommunications carrier that accesses and uses an unbundled network element pursuant to Section 251(c)(3) of the Act and this part to provide a qualifying service may use the same unbundled network element to provide non-qualifying services.

13. [Intentionally left blank.]

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
COMCAST PHONE OF MICHIGAN, LLC**

The Interconnection Agreement (“the Agreement”) by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan (“AT&T Michigan”) and Comcast Phone of Michigan, LLC (“CLEC”) is hereby amended as follows:

(1) Negotiated Out of Exchange Traffic Appendix, which is attached hereto and incorporated herein by this reference, shall be added to the Agreement.

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

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

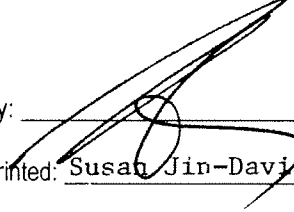
(4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

(5) This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 28th day of June, 2007, by Michigan Bell Telephone Company d/b/a AT&T Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

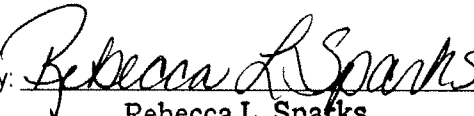
Comcast Phone of Michigan, LLC

By: 
Printed: Susan Jin-Davis

Title: Vice President, Corp. Dev.
(Print or Type)

Date: 6/26/07

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

By: 
Printed: Rebecca L. Sparks

Title: Executive Director - Regulatory
(Print or Type)

Date: JUN 28 2007

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC (OE-LEC)" means Comcast Telecommunications of Michigan, LLC operating within AT&T Michigan's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" is defined as those categories of traffic subject to reciprocal compensation pursuant to the Party's Underlying Agreement, and includes only such InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T Michigan end user located in an AT&T Michigan local exchange area or;
 - (ii) Originates from an AT&T Michigan end user located in an AT&T Michigan local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T Michigan incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T Michigan's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T Michigan pursuant to Section 251(a) of the Act.
- 2.3 The Parties acknowledge and agree that AT&T Michigan is only obligated to make available interconnection under Section 251(c)(2) of the Act to CLEC at technically feasible points within AT&T Michigan's network and not in locations, such as territories of other ILECs., where AT&T Michigan does not maintain a network. The Underlying Agreement sets forth the terms and conditions pursuant to which AT&T agrees to provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T's incumbent local exchange areas for the provision of CLEC's Telecommunications Services.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 This paragraph applies in a LATA where OE-LEC operates as a CLEC within AT&T Michigan exchange areas and has a Point of Interconnection ("POI") located within AT&T Michigan exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T MICHIGAN exchange areas. The Parties agree that either party's originating traffic will be delivered to the terminating party via the existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T Michigan will accept OE-LEC's Out of Exchange Traffic, as defined in this Appendix, at its tandem switch over local interconnection facilities that currently exist or may exist in the future. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T Michigan, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) over a consecutive three-month period to or from an AT&T MICHIGAN End Office.
- 4.2 The Parties agree that OE-LEC shall establish trunk groups for Out of Exchange traffic for purposes of directly interconnecting to an existing POI on AT&T Michigan's network in accordance with trunk group provisioning and sizing requirements in the underlying Agreement. If OE-LEC is required to establish new interconnection trunks for the routing of Out of Exchange Traffic where there is no existing POI on AT&T Michigan's network, OE-LEC may route its originating Out of Exchange Traffic to AT&T Michigan's End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed ninety (90) days. OE-LEC shall submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, OE-LEC's failure to submit an ASR is due to facilities not available by OE-LEC itself, or leasing from a third party including AT&T Michigan, OE-LEC will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the OE-LEC in good faith pursues obtaining the necessary facilities. At such time that OE-LEC's trunks are operational, OE-LEC's originating Out of Exchange traffic will be rerouted to OE-LEC's POI according to Section 4.1 above.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Section 251(b)(5) Traffic, ISP-Bound Traffic, FX traffic, and IntraLATA Toll Calls to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 The Parties acknowledge that they disagree as to whether OE-LEC should be obligated to establish direct end-office trunks for the routing of Out of Exchange Traffic to an AT&T Michigan End Office that is not served by an AT&T Michigan tandem. Both Parties agree that as of the date of this Agreement there are no AT&T Michigan End Offices in Michigan which do not subtend an AT&T Michigan tandem. Consequently the Parties agree that if, during the time that this Agreement is in effect, AT&T Michigan establishes or acquires an End Office in Michigan that does not subtend an AT&T Michigan tandem, with which OE-LEC exchanges Out of Exchange Traffic, AT&T Michigan shall provide ninety (90) days advance written notice of the acquisition or establishment of such end office and the Parties shall settle this issue in accordance with the dispute resolution provisions of the Underlying Agreement.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T Michigan terminated traffic or AT&T Michigan originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties understand and agree that upon ten (10) calendar days notice the Parties will begin working cooperatively to correct the problem.
- 4.7 AT&T Michigan shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T Michigan (as reflected

in the LERG). Any compensation due AT&T Michigan for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T Michigan serving tandems are reflected by AT&T Michigan in the LERG. This also includes traffic that is destined to End Offices that do not subtend an AT&T Michigan tandem. AT&T Michigan shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

- 4.8 Except as set forth in Section 4.2 above, and in the event of a network congestion due to facility failures or abnormal calling patterns, OE-LEC shall provide notice of and request special termination of this traffic to AT&T Michigan's End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no other instance shall this arrangement be used to circumvent over utilization augments according to the Agreement. Except as set forth, nothing in this section shall require AT&T Michigan to deliver traffic destined to terminate at OE-LEC's switch via a Third Party ILEC's Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T Michigan's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T Michigan will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T Michigan exchange areas, in AT&T Michigan Tandems and End Offices using AT&T Michigan's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Parties underlying Agreement.

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

- 6.1 AT&T Michigan will exchange AT&T Michigan InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T Michigan will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T Michigan exchange area covered under such InterLATA waiver, or (iv) other mutually agreeable arrangement. If the exchange where the traffic is terminating is not an AT&T Michigan exchange, AT&T Michigan shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) other mutually agreeable arrangement. AT&T Michigan will not provision or be responsible for facilities located outside of AT&T Michigan exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T Michigan End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T Michigan a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T Michigan terminated traffic or AT&T Michigan originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one

- Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties understand and agree that upon ten (10) calendar days notice the Parties will begin working cooperatively to correct the problem.
- 6.5 AT&T Michigan shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T Michigan (as reflected in the LERG). Any compensation due AT&T Michigan for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T Michigan serving tandems are reflected by AT&T Michigan in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T Michigan tandem. AT&T Michigan shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
 - 6.6 AT&T Michigan will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T Michigan exchange areas, in AT&T Michigan Tandems and End Office(s) using AT&T Michigan's standard code opening timeframes.
 - 6.7 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Parties underlying Agreement.

**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
COMCAST PHONE OF MICHIGAN, LLC**

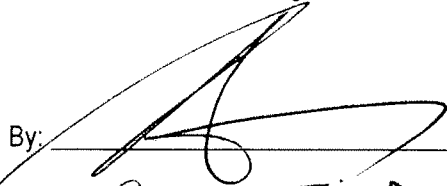
The Interconnection Agreement dated May 20, 2002 by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and Comcast Phone of Michigan, LLC ("Comcast") ("Agreement") effective in the State of Michigan is hereby amended as follows:

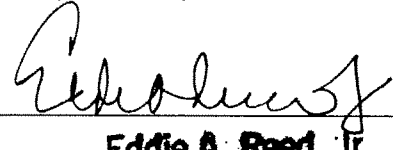
1. Section 21.1 Term of Article XXI Term and Termination is amended by adding the following section:
 - 21.1.1 Notwithstanding anything to the contrary in this Section 21.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 9, 2008 until January 9, 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 Comcast, 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.

Comcast Phone of Michigan, LLC

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

By: 
Name: Susan Jin Davis
(Print or Type)

By: 
Name: Eddie A. Reed, Jr
(Print or Type)

Title: V.P. Corp. Development
(Print or Type)

Title: Director – Interconnection Agreements

Date: 2/22/08

Date: 2-29-08

SWITCH-BASED OCN # 8935

UNE OCN # _____

RESALE OCN # _____

ACNA BPH

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
COMCAST PHONE OF MICHIGAN, LLC**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan") and Comcast Phone of Michigan, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated 5/20/2002 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;


NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law", "intervening law", "successor rates" and/or any similarly purposed provisions.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

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.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Comcast Phone of Michigan LLC

By:  _____

Printed: SUSAN JIM-DAVIS

Title: VP - CORP DEL
(Print or Type)

Date: 12-23-08

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

By:  _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 1-7-09

	Resale OCN	UNE OCN	Switch Based OCN
MICHIGAN	_____	_____	<u>8935</u>
ACNA <u>JCV</u>			

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T MIDWEST REGION 5-STATE** means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MIDWEST REGION 5-STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where these measurements will be effective with the first full month of performance after Commission approval of the measures.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where the remedy plan will be effective with the first full month of performance after Commission approval of the plan.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.6 **AT&T MIDWEST REGION 5-STATE**'s agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T MIDWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T MIDWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T MIDWEST REGION 5-STATE**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that **AT&T MIDWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of **AT&T MIDWEST REGION 5-STATE**'s right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.
- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
 - Illinois – 83 IL. Administrative Code Part 731
 - Indiana – Cause No. 41657

- Michigan – Case No. U-11830
 - Ohio – Case No. 00-942-TP-COI
 - Wisconsin – 6720-TI-198 (Performance Measurements only)
 - Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T Midwest Remedy Plan.

AT&T Wholesale Amendment

Contract Number: 9729

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
COMCAST PHONE OF MICHIGAN, LLC**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") and Comcast Phone of Michigan, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on July 10, 2002 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2012.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. For Illinois, Indiana, Michigan and Wisconsin, the Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the ninety-first (91st) day after filing. However, for all States, the amendment shall be implemented as of the date it is fully executed. For example, if a CLEC signs and returns the Amendment on January 15, 2011, remedies are effective with February 2011 performance data which will be reported in March 2011 with remedies due being payable in April 2011.

Comcast Phone of Michigan, LLC

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

By: W. J. Clancy

By: Patrick R. Doherty

Printed: MICHAEL J. CLANCY

Printed: Patrick R. Doherty

Title: V.P. CARRIER MANAGEMENT
(Print or Type)

Title: Director - Regulatory

Date: OCTOBER 28, 2010

Date: 11-3-10

CLEC OCN

MICHIGAN 8935

ACNA - JCV

AT&T Wholesale Amendment

COLLOCATION POWER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and 123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc. ("CLEC") is dated _____, 2011.

WHEREAS, AT&T Michigan and CLEC are Parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") approved by the Michigan Public Service Commission ("State Commission"), as may have been amended prior to the date hereof (the "Agreement");

WHEREAS, AT&T Michigan has provided notice to all telecommunications carriers in Michigan that have an interconnection agreement with AT&T Michigan of the availability of the collocation power offering reflected in this Amendment, via Accessible Letter CLECAM05-013 dated January 25, 2005, which notice expressly set forth the timing of the offering and the dependency of the change date of the collocation rate and billing terms (including rate application) on the timing of a telecommunications carrier's actions to accept that offering;

WHEREAS, the Parties want to amend the Agreement to establish an agreed methodology for charging for collocation DC Power, as set forth herein.

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Beginning on and after the Power Change Date (as defined in Paragraph 3 of this Amendment), CLEC represents and warrants that it at no time will draw more than fifty percent (50%) of the combined total capacity of the DC power leads (in amperes or "AMPS") provided by AT&T Michigan for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all "A" AMPS and all "B" AMPS). Based upon CLEC's representation and warranty as set forth herein, AT&T Michigan shall prospectively bill the CLEC for DC collocation power consumption:

For DC and AC collocation power consumption combined, a monthly recurring rate of \$10.61 per AMP applied to fifty percent (50%) of the total capacity ordered and provisioned per the collocation application; and

by way of example, where AT&T Michigan has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPS], based upon CLEC's above representation and warranty AT&T Michigan shall prospectively bill the CLEC the monthly recurring DC Power Consumption charge of \$10.61 per AMP for a total of twenty (20) AMPS (i.e., \$212.20 per month), and AT&T Michigan shall prospectively bill CLEC the monthly recurring HVAC charge of \$14.62 per-each-ten (10) AMPS applied against twenty (20) AMPS (i.e., \$29.24 per month).

3. The "Power Change Date" is the Amendment Effective Date.

4. AT&T Michigan has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in Paragraph 2, to pursue remedies for breach of this Amendment and the Agreement.

5. The provisions of this Amendment shall remain effective until such time as the State Commission changes, by means of a final order issued in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for AT&T Michigan's collocation DC power, or until expiration or termination of this Amendment, whichever occurs first. If the foregoing is triggered by a cost proceeding changing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until

thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Effective Date of this Amendment until such time as the State Commission issues a final order in a cost proceeding changing the rates for collocation provided under 47 U.S.C. §251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for AT&T Michigan's collocation DC power.

6. Nothing in this Amendment shall be deemed or considered an admission on the part of either Party as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power or of the manner in which AT&T Michigan has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the making of this Amendment.

7. CLEC agrees to refrain from initiating or participating in any opposition activity to AT&T Michigan's current power reduction charges, policies and practices. Further, CLEC agrees not to propose or support any proposal to reduce or change charges for collocation DC power charges (or changes in policies or application that result in a reduction or change), including any proposal to base DC collocation power charges on a metered "as used, per amp" basis. In addition, CLEC and AT&T Michigan agree to mutually release and discharge each other from all claims which each Party may have against the other arising directly or indirectly out of, or relating in any way, to charges for DC collocation power. The billing arrangement described in Paragraphs 2 and 3 ("Billing Arrangement"), above, is integrally related to the overall settlement and the mutual release and discharge. Said mutual release and discharge, and the Billing Arrangement are expressly contingent upon:

- 1) approval by the State Commission of the terms and conditions of this Amendment; and
- 2) the Parties acknowledge that they have no remaining disputes with respect to past charges for DC collocation power and that any pending complaints related to such charges have either been dismissed or will be dismissed in the near future.

8. The effective date of this Amendment shall be the day upon which the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment is deemed approved by operation of law ("Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

10. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the underlying Agreement, including but not limited to 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 but not limited to its intervening law or other rights relating to the following actions which occurred after the Effective Date of the underlying Agreement, or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); 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). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.


11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(j) of Title 47, United States Code.

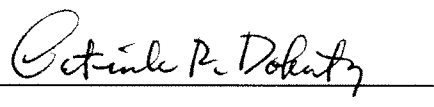
12. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc.

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

By: 

By: 

Printed: James K Kandler

Printed: Patrick R. Doherty

Title: Director

Title: Director - Regulatory

Date: 22 March 2011

Date: MAR 28 2011

ULEC OCN # 2550

CLEC OCN # 2550

ACNA - LEF

AT&T Wholesale Amendment

**AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
123.NET, INC. DBA LOCAL EXCHANGE CARRIERS OF MICHIGAN, INC.
AND
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T MICHIGAN") and 123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc. ("CLEC").

WHEREAS, AT&T MICHIGAN and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement"); and

WHEREAS, AT&T MICHIGAN and CLEC desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. TREATMENT OF PRIOR AMENDMENT TO THE AGREEMENT

- 2.1 The AMENDMENT TO INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 that was effective August 21, 2007 ceases to be effective upon the Amendment Effective Date of this Amendment.

3. AMENDMENT TO THE AGREEMENT

- 3.1 The Agreement and the applicable Amendments thereto are hereby amended to clarify certain aspects of the Agreement, as follows:
 - 3.1.1 The section "4-Wire 1.544 DS-1 Compatible Digital..." of Schedule 9.2.1, Local Loops, is amended (i) to replace the term "4-Wire 1.544 Mbps Digital Loop" with "DS1 Digital Loop"; (ii) to replace the term "1.544 Mbps Digital" with "DS1 Loop" throughout the section, and (iii) to add the following sentence at the end of the provision: "A DS1 Loop requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with a DS1 Loop." (iv) a new Section 3.1.2.2 is added to the TRO/TRRO Attachment dated October 25, 2005 as follow: "A DS1 Loop requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with a DS1 Loop."

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.

- 3.1.2 Section 1.1 of Schedule 9.2.4, Interoffice Transmission Facilities, is amended (i) to add the following sentence at the end of the provision: " DS1 Dedicated Transport requires the use of a DS1 cross connect with a DTAU; no other cross connect can be used with DS1 Dedicated Transport."
- 3.1.3 The following change is made to page 1 of 14 of Attachment A, Exhibit A Pricing Schedule, to MPSC U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996: under the heading "Unbundled Loops" references to "4-Wire Digital" are replaced with the term "DS1 Loop".
- 3.1.4 The following change is made to page 6 of 14 of Attachment A, Exhibit A Pricing Schedule, to MPSC U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996: under the heading "Cross Connects", (i) the word "Analog" is added after the term "4-Wire"; (ii) the recurring price for "DS1"; is changed from \$16.46 to \$6.89.
- 3.1.5 The following change is made to page 11 of 14 of Attachment A, Exhibit A Pricing Schedule, to MPSC U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996: under the heading "Enhanced Extended Loop (EEL)", the following will be added after the second sentence in the "Note": "A DS1 EEL also includes both a DS1 Loop cross-connect and DS1 Dedicated Transport cross-connect, each of which require a DTAU."
- 3.2 A new Section 29.21s added to the Article XXIX of the Agreement as follows:
- "Notwithstanding any lesser obligation in the Agreement, AT&T Michigan and CLEC shall each absolutely forbear (and shall absolutely forbear from encouraging or supporting any party or interested person in any manner whatsoever) from seeking or bringing any proceeding related in any way to whether CLECs can order a 4-wire digital cross connect for use with a digital loop, whether AT&T Michigan can bundle or otherwise require the use of Digital Test Access Units ("DTAUs") with 4-wire or DS1 cross connects for use with a digital loop or DS1 cross connects for use with DS1 Dedicated Transport or DS1 cross connects for use with DS1 EELs, whether such practice is a violation of state and/or federal law, whether AT&T Michigan is required to provision 4-wire or DS1 cross connects for DS1 loops, DS1 Dedicated Transport, or DS1 EELs without DTAUs, and whether AT&T Michigan must refund amounts paid by CLEC to AT&T Michigan as the result of AT&T Michigan's bundling or requiring the use of DTAUs with 4-wire or DS1 cross connects for DS1 loops, DS1 Dedicated Transport, or DS1 EELs (including, without limitation, by communicating with the MPSC or its Staff or any party, entity or interested person about initiating any such proceeding). A party, entity or interested person shall include, without limitation, any present or future entity affiliated with AT&T Michigan and CLEC, respectively. To the extent any such proceeding is for whatever reason initiated, AT&T Michigan and CLEC recognize, acknowledge and agree that any decision arising from said docket(s) (including any appeals thereof) shall not affect in any way the rate of \$6.89 in the Pricing Schedule under the heading "Cross Connects", it being specifically agreed that they will abide by the rate without regard or reference to any decision or order arising from said docket(s). The limitations set forth in this paragraph regarding the rate of \$6.89 shall not apply to a MPSC generic rate or cost proceeding (i.e., the proceeding applies to AT&T Michigan and all or substantially all CLECs in the State of Michigan) initiated and conducted no earlier than January 31, 2010; the resulting rates from such a proceeding shall be reflected in the Agreement pursuant to the terms and conditions thereof, and, irrespective of the MPSC's order in such a proceeding, shall apply no earlier than January 31, 2010."
- 3.2.1 The new Section 29.21 above shall be deemed to be automatically incorporated into and become a part of, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between AT&T Michigan and CLEC for the period indicated in Section 29.21 above, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights or otherwise. Any inconsistencies between Section 29.21 above and other provisions of the current ICA or future interconnection agreement(s) between the parties will be governed by Section 29.21 above unless expressly superseded by a future amendment between the Parties that

references this Amendment and Section 29.21 above, and then only to the extent specified in any such future amendment.

- 3.3 Nothing in this Amendment expands, contracts, or otherwise affects either AT&T Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

4. AMENDMENT EFFECTIVE DATE

- 4.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

5. TERM OF AMENDMENT

- 5.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

6. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 6.1 No aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

7. RESERVATIONS OF RIGHTS

- 7.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. MISCELLANEOUS

- 8.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 8.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by it's duly authorized representative.

123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc.

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN by AT&T Services, Inc., its authorized agent

By: James K Kandler

By: Patrick R. Doherty

Printed: James K Kandler

Printed: Patrick R. Doherty

Title: Director

Title: Director - Regulatory

Date: 25 March 2011

Date: MAR 28 2011

ULEC OCN CLEC OCN

MICHIGAN 2550 2550

ACNA - LEF

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
123.NET, INC. DBA LOCAL EXCHANGE CARRIERS OF MICHIGAN, INC.**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and 123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc. ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Michigan's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T Michigan and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved _____, 2011 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 _____, 2011 (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.

123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc.

Michigan Bell Telephone Company d/b/a AT&T Michigan by AT&T Services, Inc. its authorized agent

By: James K Kandler

By: Patrick R. Doherty

Printed: James K Kandler

Printed: Patrick R. Doherty

Title: Contract Administrator

Title: Director - Regulatory

Date: January 19th, 2011

Date: 1-26-11

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

123.NET, INC.



Signature: eSigned - James Kandler

Signature: eSigned - William A. Bockelman

Name: eSigned - James Kandler
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: COO
(Print or Type)

Title: Director
(Print or Type)

Date: 03 Nov 2016

Date: 03 Nov 2016

123.Net, Inc.

Michigan Bell Telephone Company d/b/a AT&T
MICHIGAN by AT&T Services, Inc., its authorized
agent

State	ULEC OCN	CLEC OCN
MICHIGAN	2550	2550

Description	ACNA Code(s)
ACNA(s)	LEF

**AMENDMENT TO THE AGREEMENT
BETWEEN
123.NET, INC.
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 123.Net, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 25, 2011 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, the Parties desire to modify certain provisions related to Customer Information Services.

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 - Customer Information Services and Exhibit B - 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 B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable states. The intercarrier compensation rates included in Exhibit B 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 A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, 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. 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	Elina F. Shipper General Counsel
STREET ADDRESS	24700 Northwestern Highway, Suite 700
CITY, STATE, ZIP CODE	Southfield, MI 48075
PHONE NUMBER*	248.228.8214
FACSIMILE NUMBER	248.928.2050
EMAIL ADDRESS	eshipper@123.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

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.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
13. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

**ATTACHMENT 06 – OPERATOR SERVICES AND
DIRECTORY ASSISTANCE
(f/k/a CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTO), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to 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, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

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 Distribution of Directories:

4.2.3.1 Subject to 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 subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 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 publishing products and services.

4.2.5.2 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.

- 4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 4.2.7 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.
- 4.2.8 Breach of Contract:
- 4.2.8.1 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.
- 4.2.9 General Conditions for Listings:
- 4.2.9.1 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.
- 4.2.9.2 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 Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (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	Directory Assistance 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	Directory Assistance 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, per trunk group					\$800.00	\$800.00	
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	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 ASSISTANCE SERVICES	- per listing for initial load					\$ 0.040	NA	per listing
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

**123.NET, INC. D/B/A LOCAL EXCHANGE CARRIERS OF MICHIGAN,
INC.**



Signature: eSigned - James Kandler

Signature: eSigned - William Bockelman

Name: eSigned - James Kandler
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: COO
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 17 Aug 2017

Date: _____

123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc.

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	---	2550	2550

Description	ACNA Code(s)
ACNA(s)	LEF

**AMENDMENT TO THE AGREEMENT
BETWEEN
123.NET, INC. D/B/A LOCAL EXCHANGE CARRIERS OF MICHIGAN, INC.
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 123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 25, 2011 and as subsequently amended ("Agreement");

WHEREAS, the Parties desire to correct certain Class of Service, USOC information and associated rates for products and/or services that have been ordered and provisioned under this 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. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add Class of Service UBNTX; USOCs NR9D6, UKCJX, ULNCF, ULNCH and ULYCX; and the associated rates to the Pricing Sheet, as illustrated in Exhibit 1, which is attached hereto and incorporated herein.
3. Notwithstanding anything to the contrary in this Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Amendment shall entitle an Adopting CLEC to any retroactive application of any rates under this Amendment.
4. For all States except Arkansas, Ohio, California, and Wisconsin: 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 ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").
5. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
6. 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.

7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
11. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS
EXHBIT 1

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
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX		\$ 25.34	NA	NA	(Per Termination per Fiber)
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF		\$ 0.002196	NA	NA	(Per Fiber per Foot)
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per 1,000 feet		ULNCH		\$2.196	NA	NA	per 1,000 feet
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX		\$ 2.11	NA	NA	(Per Termination per Fiber)
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) 'Dark Fiber Interoffice Transport - NRC		NR9D6		NA	\$ 338.03	NA	

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

123.NET, INC.



Signature: eSigned - James K. Kandler

Signature: eSigned - Kristen E. Shore

Name: eSigned - James K. Kandler
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: COO
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 30 Mar 2022

Date: 01 Apr 2022

123.Net, Inc.

**Michigan Bell Telephone Company d/b/a AT&T
MICHIGAN by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
123.NET, INC.
AND
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment (the “Amendment”) amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN (“AT&T”) and 123.Net, Inc. (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), signed 1/26/2011 and as subsequently amended (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 (“FCC UNE and Resale Forbearance Order”); and

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

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 (“Resale Embedded Base”), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User’s existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops (“Analog Loops”) pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 (“Analog Loop Embedded Base”) are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or

- ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. 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), or
 - iv. disconnect.
 - 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.

- d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes. .
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), or
 - iii. disconnect.
 - 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.
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), or
 - iii. disconnect.
 - 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.
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), or
 - iii. disconnect.
 - 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.
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. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC’s interstate and/or intrastate tariffs) to UNEs.
 12. 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. 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.
 13. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
 14. 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.
 15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 17. 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.
 18. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to

approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

2.0 GENERAL PROVISIONS

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User’s existing location;
 - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of

the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Amendment 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.

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B
MI	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7NX, UK3++	NRBCL	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

**123.NET, INC. D/B/A LOCAL EXCHANGE CARRIERS OF MICHIGAN,
INC.**



Signature: eSigned - James Kandler

Signature: eSigned - Kristen E. Shore

Name: eSigned - James Kandler
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: COO
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 26 Jul 2022

Date: 26 Jul 2022

123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc.

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN by AT&T Services, Inc., its authorized agent

State	ULEC OCN	CLEC OCN
MICHIGAN	2550	2550

Description	ACNA Code(s)
ACNA(s)	LEF

**AMENDMENT TO THE AGREEMENT
BETWEEN
123.NET, INC. D/B/A LOCAL EXCHANGE CARRIERS OF MICHIGAN, INC.
AND
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Local Wholesale Complete Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and 123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Local Wholesale Complete Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed January 26, 2011, and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; 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, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

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
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1	1	\$ 18.58			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1	1	\$ 37.16			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1	1	\$ 185.80			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2	2	\$ 18.42			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2	2	\$ 36.84			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2	2	\$ 184.20			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3	3	\$ 19.75			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3	3	\$ 39.50			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3	3	\$ 197.50			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XZ	I	\$ 20.04			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XZ	I	\$ 40.08			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XZ	I	\$ 200.40			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1	1	\$ 1.03			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1	1	\$ 2.06			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1	1	\$ 10.30			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2	2	\$ 1.15			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2	2	\$ 2.30			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2	2	\$ 11.50			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3	3	\$ 0.75			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3	3	\$ 1.50			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3	3	\$ 7.50			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXZ	I	\$ 0.30			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXZ	I	\$ 0.60			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXZ	I	\$ 3.00			per mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1	1	\$ 194.73			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1	1	\$ 389.46			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1	1	\$ 1,947.30			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2	2	\$ 172.47			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2	2	\$ 344.94			Per Point

LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2	2	\$ 1,724.70			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3	3	\$ 165.03			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3	3	\$ 330.06			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3	3	\$ 1,650.30			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WZ	I	\$ 182.25			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WZ	I	\$ 364.50			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WZ	I	\$ 1,822.50			Per Point
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1	1	\$ 9.30			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1	1	\$ 18.60			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1	1	\$ 93.00			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2	2	\$ 5.76			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2	2	\$ 11.52			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2	2	\$ 57.60			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3	3	\$ 14.28			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3	3	\$ 28.56			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3	3	\$ 142.80			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBZ	I	\$ 5.59			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBZ	I	\$ 11.18			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBZ	I	\$ 55.90			Per Mile
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		\$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		\$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2025)	UB5++, UK1++	QMVX1		\$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		\$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		\$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2025)	UB5++, UK1++	QMVX2		\$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		\$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		\$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2025)	UB5++, UK1++	QMVX3		\$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		\$ 621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		\$ 1,243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2025)	UB5++, UK3++	QM3X1		\$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		\$ 621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		\$ 1,243.64	NA	NA	per arrangement

LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X2		\$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		\$ 621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		\$ 1,243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X3		\$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		\$ 10.33	NA	NA	
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		\$ 20.66	NA	NA	
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 103.30	NA	NA	

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
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1	\$ 12.39			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2	\$ 12.28			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3	\$ 13.17			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I	\$ 13.36			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1	\$ 0.69			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2	\$ 0.77			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3	\$ 0.50			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I	\$ 0.20			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1	\$ 129.82			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2	\$ 114.98			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3	\$ 110.02			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I	\$ 121.50			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1	\$ 6.20			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2	\$ 3.84			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3	\$ 9.52			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I	\$ 3.73			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1		\$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2		\$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3		\$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1		\$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2		\$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3		\$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		\$ 6.89	NA	NA	