AT&T Wholesale Agreement

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 Company[1] d/b/a AT&T Michigan ("AT&T Michigan"), and Qwest Communications Company, LLC ("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 ICG Telecom Group, Inc. for the State of Michigan, which was approved by the Michigan Public Service Commission ("the Commission") under Section 252(e) of the Act on March 12, 2003 in docket number U-13689, 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 March 20, 2005.

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:

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[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	Charles Lahey/Attorney
STREET ADDRESS	1801 California Street, 4th Floor Attn: Robecca Myers
CITY, STATE, ZIP CODE	Denver, CO 80202
FACSIMILE NUMBER	NA

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, 9th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

2.6 In Section 30.1.1 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 30.1.2 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 "AMERITECH INFORMATION INDUSTRY SERVICES AMERITECH MICHIGAN" is hereby revised to read "AT&T Operations, Inc. as Agent for Michigan Bell Telephone Company d/b/a AT&T Michigan" for purposes of this MFN Agreement.

2.8 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.

Qwest Communications Company, LLC

By: Diane Wright

Printed: Diane Wright

Title: Contract Manager
(Print or Type)

Date: 12/17/2010

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

By: Patrick Doherty

Printed: Patrick R. Doherty

Title: Director Regulatory

Date: 1-4-11

Resale OCN # 7560

CLEC OCN # 7949

ACNA - LGT

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

This Interconnection Agreement (the "Agreement"), is being entered into by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech Michigan"), and ICG Telecom Group, 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 individual interconnection, service and/or network element arrangement(s) ("Arrangement(s)") from the Interconnection Agreement by and between Ameritech Michigan and AT&T Communications of Michigan, Inc. for the State of Michigan, which was approved by the Michigan Public Service Commission ("the Commission") under Section 252(e) of the Act on March 21, 2002 in docket number U-12465, including any Commission approved amendments[1] to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

WHEREAS, pursuant to Section 252(i), the Parties understand and agree that CLEC may sectionally adopt any Arrangements contained in an approved and effective Michigan Agreement that is available for adoption, including any legitimately related terms, with the exception of the reciprocal compensation provisions (and any legitimately related terms) as a result of the FCC's ISP Remand Order[2] (or other provisions, as applicable);

WHEREAS, Ameritech Michigan is making such Arrangement(s) from the Separate Agreement available to CLEC only because of and, to the extent required by, Section 252(i) of the Act under this Agreement; and

WHEREAS, in addition to the Arrangement(s) adopted by CLEC from the Separate Agreement, the Parties have voluntarily negotiated other provisions to this Agreement which are set forth in an Amendment to this Agreement (e.g., including but not limited to reciprocal compensation provisions), which is incorporated herein by this reference, and which is attached hereto and will be submitted to the Commission for approval; 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 Ameritech 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 Agreement.

1.2 Except as expressly stated herein, the Arrangement(s) adopted by CLEC from the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto) are incorporated herein by this reference and form an integral part of this Agreement.

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[1] Commission approved amendments include those amendments to the Separate Agreement approved or deemed approved by the Commission at any time before this Agreement is approved by such Commission. In the event that any Amendments to the Separate Agreement are approved after this Agreement is forwarded to or executed by CLEC, but before this Agreement becomes effective, the Parties agree that the Amendment to the Separate Agreement shall be added to, and included as part of, this Agreement.

[2] See In the Matter of the Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and 99-68, Order on Remand and Report and Order, FCC 01-131 ("ISP Remand Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

2.0 Modifications to Separate Agreement

2.1 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation" is hereby replaced with "Michigan Bell Telephone Company d/b/a Ameritech Michigan, a Michigan corporation" and Ameritech 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 Ameritech Michigan."

2.2 References the Separate Agreement to "CLEC" or to "Other" shall for purposes of this Agreement be deemed to refer to CLEC.

2.3 References the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the Agreement or, absent Commission approval, the date the Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, unless terminated earlier in accordance with the terms of Appendix 1 or the negotiated Amendment hereto, as applicable, the Termination Date of this Agreement shall be: "March 21, 2005" (the "Termination Date").

2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this Agreement at the following addresses:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	General Counsel
STREET ADDRESS	161 Inverness Drive West
CITY, STATE, ZIP CODE	Englewood, CO 80112
FACSIMILE NUMBER	303-414-5817

With a copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Cheryl Hills - Director of Government Affairs
STREET ADDRESS	180 Grand Avenue
CITY, STATE, ZIP CODE	Oakland, CA 94612
FACSIMILE NUMBER	510-239-7063

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

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

2.6 In Section 30.1.1 Authorization, the references to "Ameritech" are replaced with references to "Ameritech Michigan" and Ameritech's state of incorporation is the state of "Michigan." In Section 30.1.2 after "State of", CLEC's state of incorporation should be deemed to be inserted.

3.0 Clarifications

3.1 The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies they may have to seek review of any of the Arrangement(s) of the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with CLEC's election under Section 252(i) of the Act. In particular, the Parties note 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 *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et.al, 535 U.S. __ (2002)). The Parties further note that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. It is Ameritech Michigan's intent and understanding of state and federal law, that any negotiating history, appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the Separate Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to CLEC under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision or proceeding referenced herein, the Parties shall immediately incorporate changes from the Separate Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the Separate Agreement, once such changes are filed with the Commission.

3.2 The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Notwithstanding anything to the contrary in the Agreement, by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, the parties do not waive any of their rights, and expressly reserve all of their rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, including but not limited to Ameritech Michigan's right to exercise its option at any time in the future to adopt on a date specified by Ameritech Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

3.3 By executing this MFN Agreement, and providing certain UNEs and UNE combinations (to the extent provided for under such Agreement), neither Party waives any of its rights, remedies or arguments, including but not limited to with respect to any of the aforementioned decisions or proceedings or any

remands thereof, including its right to seek legal review or a stay of such decisions or other modifications to the Separate Agreement and this Agreement under the intervening law clause or other provisions of this Agreement to reflect the fact that Ameritech Michigan's obligation to provision UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d), including any legally binding interpretation of those requirements that may be rendered by the FCC, state regulatory agency or court of competent jurisdiction in any proceeding. Ameritech Michigan further reserves the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement.

3.4 This Agreement (including all attachments hereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as a part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this _____ day of _____, 2002.

ICG TELECOM GROUP, INC.

By: _____

Printed: _____

Title: _____
(Print or Type)

Date: _____

MICHIGAN BELL TELEPHONE COMPANY d/b/a AMERITECH MICHIGAN
By SBC Telecommunications, Inc.,
its authorized agent

By: _____

Printed: _____

Title: For/ President – Industry Markets

Date: _____

AECN/OCN # _____

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

Dated: February 20, 2002

By and between

AMERITECH INFORMATION INDUSTRY SERVICES,
A division of Ameritech Services, Inc.
On behalf of and as agent for Ameritech Michigan

And

AT&T Communications of Michigan, Inc.

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.1 Structure I-1
1.2 Defined Terms I-1
1.3 Interpretation I-1
1.4 Joint Work Product I-2
1.5 Regional Matters. I-2

ARTICLE II
GENERAL SERVICE RELATED PROVISIONS

2.1 Interconnection Activation Date II-1
2.2 Bona Fide Request II-1
2.3 Technical References II-1
2.4 Use of Services II-2

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

3.1 Scope III-1
3.2 Interconnection Points and Methods III-1
3.3 AT&T Methods of Interconnection III-2
3.4 SBC-Ameritech Methods of Interconnection III-3
3.5 Leasing of Facilities – Both Parties III-5
3.6 SBC-Ameritech Leasing of Facilities from AT&T III-5
3.7 AT&T Leasing of Facilities from SBC III-7
3.8 Fiber Meet III-7
3.10 Interconnection in Additional LATAs. III-9
3.11 Additional Interconnection in Existing LATAs. III-10
3.12 Nondiscriminatory Interconnection. III-10
3.13 Network Management. III-10
3.14 911 Service. III-11

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

4.1 Scope of Traffic IV-1
4.2 Limitations IV-1
4.3 Trunk Group Architecture and Traffic Routing IV-1
4.4 Signaling. IV-5
4.5 Grades of Service. IV-7

4.6 Trunk Design Blocking Criteria IV-7
4.7 Measurement and Billing IV-7
4.8 Reciprocal Compensation IV-8
4.9 Transiting IV-9

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

5.1 Scope of Traffic V-1
5.2 Trunk Group Architecture and Traffic Routing V-1
5.3 8YY Interconnection (in SBC-AMERITECH only) V-1
5.4 InterLATA (Meet Point) Trunk Group V-4
5.5 Signaling V-5
5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group V-5

ARTICLE VI
FRAUD CONTROL, NETWORK SECURITY AND LAW
ENFORCEMENT

6.1 Protection of Service and Property VI-1
6.2 Data and System Protection VI-2
6.3 Revenue Protection VI-7
6.4 Law Enforcement Interface VI-9

ARTICLE VII
TRANSPORT AND TERMINATION
OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic VII-1
7.2 BLV/BLVI Traffic VII-2
7.3 Transit Service VII-2

ARTICLE VIII
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Operation and Maintenance VIII-1
8.2 Installation, Maintenance, Testing and Repair. VIII-1

ARTICLE IX
ACCESS TO UNBUNDLED NETWORK ELEMENTS -- SECTION 251(c)(3)

9.1 Introduction Access to Network Elements IX-1
9.2 Network Elements IX-2
9.3 Combination of Network Elements. IX-4

9.4 Nondiscriminatory Access to and Provision of Network Elements IX-6
9.5 Provisioning of Network Elements. IX-7
9.6 Availability of Additional or Different Quality Network Elements. IX-8
9.7 Pricing of Unbundled Network Elements and Combination IX-8
9.8 Billing IX-8
9.9 Maintenance of Unbundled Network Elements. IX-8
9.10 Standards of Performance IX-8
9.11 Access to UNE Connection Methods IX-9
9.15 Maintenance of Elements IX-9
9.16 Reconfiguration IX-10

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

10.1 Telecommunications Services Available for Resale at Wholesale Rates X-1
10.2 Other Services X-2
10.3 Limitations on Availability of Resale Services X-2
10.4 Additional Charges for Resale Services X-2
10.5 Restrictions on Resale Services X-3
10.6 New Resale Services; Changes in Provision of Resale Services X-3
10.7 Operations Support Systems Functions. X-4
10.8 Nondiscriminatory Provision of Resale Services X-4
10.9 Standards of Performance. X-5
10.10 Branding X-5
10.11 Primary Local Exchange and Interexchange Carrier Selections X-6
10.12 Requirements for Specific Services X-8
10.13 Functionality Required To Support Resale Service X-9
10.14 Service Functions X-11
10.15 Responsibilities of AT&T X-13
10.16 ..... X-13
10.17 Exchange of Billing Information X-13
10.18 Use of Service X-14

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

11.0 Notice of Changes XI-1

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

12.1 Physical Collocation XII-1
12.2 Virtual Collocation in Physical Collocation Space XII-1
12.3 Virtual Collocation in Virtual Collocation Space XII-1

12.4 Nondiscriminatory Collocation XII-1
12.5 Eligible Equipment XII-2
12.6 Transmission Facility Options. XII-3
12.7 Interconnection with other Collocated Carriers XII-3
12.8 Interconnection Points and Cables XII-3
12.9 Condominium Arrangements XII-4
12.10 Allocation of Collocation XII-6
12.11 Security Arrangements XII-7
12.12 Publicly Available Information. XII-7
12.13 Subcontractor and Vendor Approval XII-8
12.14 Collocation in Adjacent Facilities XII-8
12.15 Delivery of Collocated Space XII-9
12.16 Pricing…. XII-21
12.17 Billing…. XII-21
12.18 Common Requirements XII-21
12.19 Additional Requirements XII-21
12.20 Protection of Service and Property XII-21
12.21 Standards of Performance XII-22

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

13.1 Provision of Local Number Portability XIII-1
13.2 Permanent Number Portability ("LRN-PNP") XIII-1
13.3 Permanent Number Portability – Unconditional Triggering XIII-1
13.4 Requirements for LRN-PNP XIII-1
13.5 Ordering XIII-3
13.6 Cut-Over Process XIII-4
13.7 Excluded Numbers XIII-4
13.9 Operator Services, LIDB/LVAS and Directory Assistance XIII-4
13.10 Porting of DID Block Numbers XIII-4

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

14.0 Dialing Parity XIV-1

ARTICLE XV
DIRECTORY LISTINGS -- SECTION 251(b)(3)

15.0 Directory Listings XV-1

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224

16.1 Structure Availability XVI-1
16.2 Franchises, Permits and Consents XVI-2
16.3 Access and Modifications XVI-2
16.4 Installation and Maintenance Responsibility XVI-3
16.5 Installation and Maintenance Standards XVI-3
16.6 Access Requests XVI-4
16.7 Unused Space XVI-4
16.8 Maintenance Ducts XVI-4
16.9 Applicability XVI-4
16.10 Other Arrangements XVI-4
16.11 Cost of Certain Modifications XVI-4
16.12 Maps and Records XVI-5
16.13 AT&T Access XVI-5
16.14 Occupancy Permit XVI-5
16.15 Inspections XVI-6
16.16 Damage to Attachments XVI-6
16.17 Charges and Billing XVI-6
16.18 Nondiscrimination XVI-7
16.19 Interconnection XVI-7
16.20 Cost Imputation XVI-7
16.21 Structure Access Coordinator XVI-7
16.22 State Regulation XVI-7
16.23 Abandonments, Sales or Dispositions XVI-8
16.24 Standards of Performance XVI-8
Appendix

ARTICLE XVII
INTERCEPT/REFERRAL ANNOUNCEMENT

17.0 Intercept/Referral Annoucement XVII-1

ARTICLE XVIII
JOINT OPERATIONAL TEAMS

18.0 Joint Operational Teams XVIII-1

ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Interconnection Activation Dates XIX-1

19.2 Compliance with Applicable Law and Certification XIX-1
19.3 Necessary Approvals XIX-1
19.4 Hazardous Substances XIX-1
19.5 Forecasting Requirements XIX-2
19.6 Certain Network Facilities XIX-3
19.7 Network Harm XIX-4
19.8 Insurance XIX-4
19.9 Labor Relations XIX-6
19.10 Good Faith Performance XIX-6
19.11 Responsibility to Customers XIX-6
19.12 Unnecessary Facilities XIX-6
19.13 NXX Code Administration XIX-6
19.14 LERG Listings XIX-6
19.15 LERG Use XIX-6
19.16 Switch Programming XIX-6
19.17 OCNs…. XIX-6
19.18 Transport Facilities XIX-7
19.19 Change of Name XIX-7
19.20 Deposits XIX-7
19.21 ..... XIX-10

ARTICLE XX
PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information XX-1
20.2 Disclosure and Use XX-2
20.3 Government Disclosure XX-3
20.4 Ownership XX-4

ARTICLE XXI
TERM AND TERMINATION

21.1 Effective Date, Term, and Termination XXI-1
21.2 Default XXI-2
21.3 Transitional Support. XXI-3
21.4 Payment Upon Expiration or Termination. XXI-3

ARTICLE XXII
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

22.0 Disclaimer of Representations and Warranties XXII-1

ARTICLE XXIII
CANCELLATION CHARGES

23.0 Cancellation Charges XXIII-1

ARTICLE XXIV
SEVERABILITY

24.0 Servability XXIV-1

ARTICLE XXV
INDEMNIFICATION

25.1 General Indemnity Rights. XXV-1
25.2 ..... XXV-2
25.3 Intellectual Property Liability and Indemnification XXV-2
25.4 Indemnification Procedures. XXV-2

ARTICLE XXVI
LIMITATION OF LIABILITY

26.1 Limited Responsibility XXVI-1
26.2 Apportionment of Fault XXVI-1
26.3 Limitation of Damages. XXVI-1
26.4 Limitations in Tariffs. XXVI-1
26.5 Consequential Damages. XXVI-2
26.6 Remedies XXVI-2

ARTICLE XXVII
BILLING

27.1 Introduction XXVII-1
27.2 Billing Information and Charges XXVII-1
27.3 Issuance of Bills XXVII-4
27.4 Electronic Transmissions XXVII-5
27.5 Tape or Paper Transmissions XXVII-6
27.6 Testing Requirements XXVII-8
27.7 Additional Requirements XXVII-9
27.8 Bill Accuracy Certification XXVII-10
27.9 Meet Point Billing – Facilities Based XXVII-10
27.10 Recording XXVII-11
27.11 Mutual Compensation XXVII-13
27.12 Payment of Charges XXVII-14
27.13 Late Payment Charges XXVII-15
27.14 Termination for Nonpayment and Procedures for Disconnection XXVII-15
27.15 Customer Usage Date – Introduction XXVII-20

27.16 Alternatively Billed Calls – Resale Service and Network Elements XXVII-23
27.17 Charges for Ancillary Functions XXVII-23

ARTICLE XXVIII
AUDIT RIGHTS, DISPUTED AMOUNTS
AND DISPUTE RESOLUTION

28.1 Audit Rights XXVIII-1
28.2 Billing Disputes..... XXVIII-2
28.3 Dispute Escalation and Resolution..... XXVIII-6

ARTICLE XXIX
REGULATORY APPROVAL

29.1 Commission Approval XXIX-1
29.2 Tariffs XXIX-1
29.3 Amendment or Other Changes to the Act; Reservation of Rights XXIX-1
29.4 Regulatory Changes XXIX-2
29.5 Proxy Rates XXIX-2
29.6 Option to Obtain Local Services or Network Elements Under Other Agreements XXIX-3

ARTICLE XXX
MISCELLANEOUS

30.1 Authorization..... XXX-1
30.2 Designation of Affiliate..... XXX-1
30.3 Subcontracting..... XXX-1
30.4 Independent Contractor..... XXX-2
30.5 Force Majeure XXX-2
30.6 Governing Law..... XXX-2
30.7 Taxes XXX-3
30.8 Non-Assignment XXX-5
30.9 Non-Waiver..... XXX-6
30.10 Notices XXX-6
30.11 Publicity and Use of Trademarks or Service Marks XXX-7
30.12 Intellectual Property..... XXX-7
30.13 Branding. XXX-11
30.14 Nonexclusive Dealings..... XXX-11
30.15 No Third Party Beneficiaries; Disclaimer of Agency XXX-11
30.16 No License XXX-11
30.17 Survival XXX-11
30.18 Scope of Agreement..... XXX-12
30.19 Counterparts XXX-12
30.20 Successor Rates..... XXX-12

30.24 Amendments and Modifications XXX-12

ARTICLE XXXI
AMERITECH COLLOCATION

31.1 Physical Collocation..... XXXI-1
31.2 Eligible Equipment..... XXXI-1
31.3 Transmission Facility Options XXXI-1
31.4 Interconnection Points and Cables XXXI-1
31.5 Allocation of Collocation Space XXXI-1
31.6 Subcontractor and Vendor Approval XXXI-2
31.7 Delivery of Collocated Space..... XXXI-2
31.8 Pricing XXXI-3
31.9 Billing XXXI-3
31.10 Additional Requirements XXXI-3
31.11 Protection of Service and Property XXXI-3
31.12 Standards of Performance XXXI-4

ARTICLE XXXII
PERFORMANCE MEASUREMENTS

32.0 Performance Measurements XXXII-1

ARTICLE XXXIII
OPERATIONAL SUPPORT SYSTEMS

33.0 Operational Support Systems XXXIII-1

ARTICLE XXXIV
ENTIRE AGREEMENT
SIGNATURES

34.0 Entire Agreement Signatures XXXIV-1

TABLE OF SCHEDULES, APPENDICES, AND OTHER ATTACHMENTS

Schedule 1.2 – Definitions

Schedule 2.2 – Bona Fide Request

Schedule 2.3 – Technical Reference Schedule

Schedule 9.2.1 – Local Loops
Schedule 9.2.2 – High Frequency Portion of the Loop
Schedule 9.2.3 – Dark Fiber
Schedule 9.2.4 – Unbundled Access to Network Interface Devices
Schedule 9.2.5 – Sub Loop
Schedule 9.2.6 – Switching
Schedule 9.2.7 – Interoffice Transmission Facilities
Schedule 9.2.8 – Signaling Networks
Schedule 9.2.9 – Operator Services & Directory Services
Schedule 9.3 – UNE Platform
Schedule 9.5 – Provisioning of Network Elements

Schedule 10.9.1 – Credit Allowances

Schedule 12.9.1 – Physical Collocation Space Reservation
Schedule 12.12 – Delivery of Collocated Space
Schedule 12.15 – Common Requirements
Schedule 12.15.2 – Reduced Intervals
Schedule 12.16 – Additional Requirements Applicable to Physical Collocation

Schedule 16.10 – 3D and Condo Agreements

Schedule 31.7 – Additional Rules & Regulations
Schedule 31.10 – Additional Requirements Applicable to Physical Collocation

Appendix to Article XVI (follows Article XVI)

Mi2A Amendment

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

This Agreement, which shall become effective as of the 20th day of February, 2002, is entered into by and between AT&T Communications of Michigan, Inc. having an office at 222 West Adams, 11th Floor, Chicago, IL 60606 (referred to herein as "**AT&T**") and Michigan Bell Telephone Company d/b/a Ameritech Michigan, a Michigan corporation with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("**SBC-AMERITECH**" or "**Ameritech**" herein) through its authorized agent SBC Telecommunications, Inc.

RECITALS

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

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

C. AT&T has been granted authority to provide certain local Telephone Exchange Services within Michigan and is a Local Exchange Carrier as defined by the Act.

D. The Parties 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 premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T and SBC-AMERITECH hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.0 Definition and Construction.

1.1 Structure. This Agreement includes certain Exhibits and Schedules that 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 headings of the Articles, Sections, Exhibits, Appendices 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, any reference to any agreement, other instrument (including SBC-AMERITECH, AT&T 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.

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

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.

1.5 Regional Matters.

(a) AT&T Corp. has a regional administrative structure in which its central region ("Region") comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin. Ameritech Michigan conducts business operations in Michigan, and Ameritech Michigan and certain of its Affiliates are Incumbent Local Exchange Carriers in Michigan, Indiana, Illinois, Ohio, and Wisconsin, respectively. Ameritech Michigan and AT&T Communications of Michigan Inc. currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.

(b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "Regional Interconnection Agreements") so that the following are accomplished:

(1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Joint Operational Team (as hereinafter defined) to develop operational plans which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Joint Operational Team shall be held in Chicago, Illinois; and

(2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

ARTICLE II
GENERAL SERVICE RELATED PROVISIONS

2.0 General Service Related Provisions.

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, 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, and Interconnection of the Parties' facilities and equipment to provide AT&T access to SBC-AMERITECH's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding **"Interconnection Activation Date"** shown for each LATA and Wire Center in the trunking plans attached to the Notices of Interconnection and agreed to by the Parties. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in **Article III Section 3.10.4** Trunking plans exchanged by the Parties may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers.

2.2 Bona Fide Request. Any request by AT&T for certain services, including features, capabilities, functionality, Network Elements on an unbundled basis or Combinations that are not otherwise provided by the terms of this Agreement or by order or rule of the Commission 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 the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on **Schedule 2.3** (the **"Technical Reference Schedule"**) to assist the Parties in meeting their respective responsibilities hereunder.

Unless the context shall otherwise specifically require, and subject to Section 29.3 of Article 29**,** whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, SBC-AMERITECH Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, (collectively, a "Referenced Instrument"), it will, be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein. If a dispute about interpretation arises, the parties shall submit the matter for resolution pursuant to **Section 28.3** of this Agreement.

2.4 Use of Services. Subject to the requirements of this Agreement, the Act, the Commission and the FCC, AT&T may, subject to the payment to SBC-AMERITECH of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

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

3.0 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 business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In each LATA where the Parties interconnect, AT&T and SBC-AMERITECH shall Interconnect their networks at the correspondingly identified SBC-AMERITECH Tandem Switch Center POIs and AT&T Switch Center POIs in such LATAs 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.

3.2.2 Interconnection shall be accomplished at any technically feasible point within the Parties' networks through**:**

3.2.2.1 Physical Collocation Interconnection. When AT&T provides its own facilities or uses the facilities of a third party to an SBC-AMERITECH Tandem or, at AT&T's option, End Office and wishes to place its own transport terminating equipment at that location, AT&T may Interconnect using the provisions of Physical Collocation as set forth in **Article XII** or applicable state tariff.

3.2.2.2 Virtual Collocation Interconnection. When AT&T provides its own facilities or uses the facilities of a third party to an SBC-AMERITECH Tandem or**,** at AT&T's option, End Office and wishes for SBC-AMERITECH to place transport terminating equipment at that location on AT&T's behalf, AT&T may Interconnect using the provisions of Virtual Collocation as set forth in **Article XII** or applicable tariff. Virtual Collocation allows AT&T to choose the equipment vendor and does not require that AT&T be Physically Collocated.

3.2.2.3 Leased Facility Interconnection. Where facilities exist, either Party may lease facilities from the other Party as defined in Section 3.7 of this Agreement.

3.2.2.4 Fiber Meet Interconnection as described below.

3.2.2.5 Any other technically feasible Interconnection method which is consistent with the Act.

3.2.3 As provided in Section 251(c)(2) of the Act, AT&T, at its option, may request Interconnection of its facilities and equipment to SBC-AMERITECH's network at any technically feasible point in SBC-AMERITECH's network**,** including a mid-span meet arrangement*,* at any transmission rate for a Telecommunications Service that SBC-AMERITECH offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.4 Each Party shall, (i) provide trained personnel with adequate and compatible test equipment to work with each other's technicians, and (ii) provide maintenance and provisioning for their respective sides of the demarcation point.

3.2.5 At least one POI must be established within the LATA where SBC-AMERITECH operates as an incumbent LEC and AT&T has a switch and End Users in that LATA.

3.2.6 If AT&T elects Collocation as an Interconnection method or elects a network architecture that requires SBC-AMERITECH to Interconnect with AT&T's facilities via Collocation, AT&T agrees to provide to SBC-AMERITECH Collocation for purposes of that Interconnection on a non-discriminatory basis and on rates, terms and conditions set forth in this Agreement.

3.2.7 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from each AT&T Switch Center in the LATA to each SBC-AMERITECH combined local and Access Tandem or local Tandem, where AT&T originates or terminates local and/or toll traffic with SBC-AMERITECH.

3.2.8 AT&T is solely responsible for the facilities that carry OS/DA, 911 or mass calling. SBC-AMERITECH may allow, solely at its discretion, AT&T to use jointly provided Interconnection facilities to carry service traffic of this type.

3.2.9 If AT&T has established Collocation in an SBC-AMERITECH End Office, direct End Office trunks to that End Office shall be provisioned over AT&T Collocation facility. If AT&T has not established Collocation in an SBC-AMERITECH End Office, SBC-AMERITECH shall provision the facilities for the direct End Office trunks from the POI to the SBC-AMERITECH End Office.

3.3 AT&T Methods of Interconnection. In addition to Collocation in SBC-AMERITECH's Switch Center or Fiber Meet as currently provided for in the Agreement, AT&T may interconnect with SBC-AMERITECH for purposes of delivering Local Traffic

and IntraLATA Toll Traffic originating in AT&T's network for termination on SBC-AMERITECH 's network by using the method of Interconnection described below:

3.3.1 Under this method of Interconnection, AT&T will transport Local Traffic and IntraLATA Toll Traffic to SBC-AMERITECH's Tandem Offices by using trunks (i.e., DS1's) on existing DS3 access facilities between AT&T's Switch Center POIs and the SBC-AMERITECH Tandem Office POI. Such facilities may be provided by SBC-AMERITECH, AT&T, other vendors used by AT&T or SBC-AMERITECH, or a combination thereof.

3.3.2 If additional capacity is needed for Interconnection under this method, AT&T will provision such facilities, (i) from SBC-AMERITECH under its access tariff, (ii) from SBC-AMERITECH under Article IX of the Agreement, (iii) from AT&T's own facility inventory, or (iv) from an alternative access vendor.

3.3.3 AT&T may interconnect with SBC-AMERITECH at a DS1 bandwidth. SBC-AMERITECH may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties.

3.4 SBC-AMERITECH Methods of Interconnection.

3.4.1 SBC-AMERITECH will Interconnect with AT&T for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in SBC-AMERITECH's network for termination on AT&T's network by using one of the following methods or such other methods as may be agreed upon by the Parties:

a) In those AT&T Switches where SBC-AMERITECH does not have an existing LEC Access Equipment Room by terminating in space allocated for Interconnection in such AT&T Switches; the prices for such Interconnections shall be the same as for the method or interconnection described in Section 3.4.2, below, and the process for such Interconnection will be defined by an Operations Team consisting of representatives of the Parties;

b) In those AT&T Switches where SBC-AMERITECH does have an existing LEC Access Equipment Room, Collocation in the LEC Access Equipment Room in AT&T's Switch Centers as described in Section 3.4.2 below;

c) Leasing of DS1 facilities from AT&T as described in Sections 3.4.3 and 3.4.4, below; or

d) Leasing facilities from third parties' collocated in AT&T's space as described in Section 3.4.5 below.

3.4.2 Where SBC-AMERITECH chooses Collocation in the LEC Access Equipment Room in AT&T's Switch Center as the method of Interconnection, SBC-AMERITECH may transport Local Traffic and IntraLATA Toll Traffic to the designated POI in AT&T's Switches by using its self-provided facilities that are terminated in SBC-AMERITECH's equipment located in the LEC Access Equipment Room in AT&T's Switch Center used to provide Total Service Access for AT&T or in AT&T provided equipment (when both AT&T and SBC-AMERITECH are located in the same building).

3.4.2.1 Collocation for purposes of this method of Interconnection will be furnished by AT&T under the same terms and conditions that it is provided today to SBC-AMERITECH for total service access terminal equipment. However, since these terms and conditions may vary from AT&T Switch Center to AT&T Switch Center, AT&T agrees that the terms and conditions described in Article XXXI of the Agreement will apply. AT&T agrees to provide such Collocation on a non-discriminatory basis in accordance with the requirements of Section 3.2.5 of the Agreement and Section 202(a) of the Act.

3.4.2.2 In order to accommodate this method of Interconnection, SBC-AMERITECH may utilize existing equipment installed for the purposes of providing total service access for AT&T's use or place additional equipment in the space.

3.4.2.3 SBC-AMERITECH will interconnect with AT&T at each AT&T Switch Center in the LATA from each SBC-AMERITECH Tandem Switch Center at which AT&T elects to interconnect with SBC-AMERITECH. In those LATAs where AT&T does not a have a Switch or where AT&T has customers served by a Switch in another LATA, AT&T will designate a POI in the LATA where SBC-AMERITECH will interconnect with AT&T. Any transport of traffic beyond that POI will be AT&T's responsibility and at AT&T's cost. If AT&T has more than one local switch in the same building, the interconnection POI for all switches may be located in the same physical space.

3.4.2.4 SBC-AMERITECH must Interconnect with AT&T at a DS1 bandwidth. AT&T may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties. DS1 Collocation Termination charges apply for the use of space provided for terminating Local Traffic and IntraLATA Toll Traffic as specified in the Pricing Schedule. If the facility is terminated to AT&T at a DS3 level, SBC-AMERITECH must purchase 28 DS1 Collocation Termination charges and DS3 to DS1 multiplexing from AT&T.

3.4.3 Where AT&T's POI is in an ILEC territory other than SBC-AMERITECH's in a multi-jurisdictional LATA, SBC-AMERITECH may interconnect using such other ILEC facilities for transporting Local Traffic and IntraLATA Toll Traffic to the designated POI in AT&T's Switch Centers by using ILEC provided facilities which are terminated in ILEC's equipment located in the LEC Access Equipment Room in

AT&T's Switch Center used to provide Total Service Access for AT&T or in AT&T provided equipment (when both AT&T and the ILEC are located in the same building) on the same terms and conditions as specified in Section 3.4.2.

3.4.4 In the future, SBC-AMERITECH may utilize Alternate Access Providers which are collocated in AT&T Switch Centers to lease facilities for interconnecting with AT&T for the termination of Ameritech's Local Traffic and IntraLATA Toll Traffic. Upon notification from Ameritech of its intent to utilize Alternate Access Provider facilities, AT&T will provide applicable pricing to be agreed upon by the Parties.

3.5 Leasing of Facilities – Both Parties.

3.5.1 SBC-AMERITECH offers leased facilities from the applicable Access Tariff.

3.5.2 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

3.5.3 In addition, either Party may lease facilities from the other Party upon mutual agreement. Leased facilities may be used as: (i) a permanent method of Interconnection, or (ii) an interim method of Interconnection if either Party does not have sufficient capacity on its transport equipment.

3.6 SBC-AMERITECH Leasing of Facilities from AT&T.

3.6.1 Where SBC-AMERITECH chooses to lease facilities from AT&T as the method of Interconnection, SBC-AMERITECH will transport traffic to the designated POI in AT&T's Switch Centers by using DS1 facilities furnished by AT&T. Such facilities will be used by SBC-AMERITECH solely for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in SBC-AMERITECH's network for termination on AT&T's local network. The POI will be established pursuant to the requirements of **Section 3.2**.

3.6.1.1 If SBC-AMERITECH requests to lease AT&T provided facilities, AT&T will determine the availability of DS1 transport capacity between SBC-AMERITECH and AT&T in order to fulfill the Interconnection access request. If capacity is available, AT&T will notify SBC-AMERITECH and provide Connecting Facility Assignments (CFA). If DS1 capacity is not available from AT&T provided facilities, AT&T will notify SBC-AMERITECH that AT&T will not fulfill the Interconnection access request. AT&T will have no obligation to add facilities to meet SBC-AMERITECH request.

3.6.1.2 If SBC-AMERITECH leases facilities from AT&T, such facilities will be provided pursuant to AT&T's standard terms and conditions for that service, except that the rates specified in the **Pricing Schedule** shall supersede the corresponding rates in such standard terms and conditions.

3.6.1.3 The standard interval for AT&T provided facilities is thirty-three (33) Business Days from the date of receipt of SBC-AMERITECH's ASR. However, the initial request for Interconnection at an AT&T Switch Center will be regarded as a project and therefore require negotiated intervals on an individual case basis.

3.6.2 Where SBC-AMERITECH elects to Interconnect with AT&T using the method described in **Section 3.4.2** and does not have sufficient capacity on its transport equipment in the LEC Access Equipment Room in AT&T's Switch Center to meet the Interconnection traffic requirements, SBC-AMERITECH may use facilities leased from AT&T. AT&T will provide SBC-AMERITECH ninety (90) calendar days prior notice of its intent to begin accepting incoming traffic from SBC-AMERITECH. Interim facilities leased from AT&T will be provided by AT&T pursuant to the requirements of **Section 3.6.1**, subject to the following:

3.6.2.1 If SBC-AMERITECH elects to use AT&T provided DS1 facilities for an interim period, SBC-AMERITECH will pay AT&T the non-recurring charge and the monthly recurring charge for these facilities, subject to the discount described below.

3.6.2.2 No discounts shall apply if the additional equipment that SBC-AMERITECH must install can be added to existing bays in the space.

3.6.2.3 If SBC-AMERITECH elects the addition of a new bay to complete Interconnection by Collocation, and AT&T gives SBC-AMERITECH less than ninety (90) calendar days advance notice of its intention to accept incoming traffic, the DS1 rate will be reduced by one sixtieth (1/60) of the monthly recurring charge for each day less than such ninety (90) calendar days of the notification of intent to accept incoming traffic. The discounted rate will only be applicable for a period of no longer than one hundred and fifty (150) calendar days from the date AT&T informed SBC-AMERITECH of its intention to accept incoming traffic. At the one hundred and fifty first (151^{st}) calendar day, the discounts will no longer apply. SBC-AMERITECH may use these facilities as a permanent method of Interconnection or to transition to physical Collocation as a method of Interconnection. If SBC-AMERITECH opts to transition to physical Collocation facilities, AT&T will waive additional non-recurring charges. If SBC-AMERITECH elects to keep leased facilities as a permanent method of Interconnection, AT&T will bill SBC-AMERITECH for, and SBC-AMERITECH will repay, the discounts that were applied in the interim period.

3.7 AT&T Leasing of Facilities from SBC.

3.7.1 AT&T will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

3.7.2 Any request by AT&T for leased facilities where facilities, equipment, or riser cable do not exist will be considered by SBC-AMERITECH under the Bona Fide Request (**"BFR"**) Process set forth in **Section 2.2** of the Agreement.

3.8 Fiber-Meet.

3.8.1 Fiber Meet Interconnection between SBC-AMERITECH and AT&T can occur at any mutually agreeable and technically feasible point between AT&T's premises and an SBC-AMERITECH Tandem or End Office within each LATA.

3.8.2 Where the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III.

3.8.3 The Parties shall, solely at their own expense, procure, install and maintain the agreed-upon Fiber Optic Terminal (**"FOT"**) equipment, multiplexing and fiber in each of their locations where the Parties establish a Fiber Meet for the purposes of interconnection, in capacity sufficient to provision and maintain all trunk groups prescribed by **Articles III and IV**.

3.8.4 There are currently four basic Fiber Meet design options. They are:

3.8.4.1 Design One: AT&T's fiber cable (four fibers) and SBC-AMERITECH's fiber cable (four fibers) are connected at a technically feasible point between AT&T and SBC-AMERITECH locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.8.4.2 Design Two: AT&T will provide fiber cable to the last entrance (or SBC-AMERITECH designated) manhole at the SBC-AMERITECH Tandem or End Office switch. SBC-AMERITECH shall make all necessary preparations

to receive and to allow and enable AT&T to deliver fiber optic facilities into that manhole. AT&T will provide a sufficient length of Optical Fire Resistant (**"OFR"**) cable for SBC-AMERITECH to pull the fiber cable through the SBC-AMERITECH cable vault and terminate on the SBC-AMERITECH fiber distribution frame (**"FDF"**) in SBC-AMERITECH's office. AT&T shall deliver and maintain such strands wholly at its own expense up to the POI. SBC-AMERITECH shall take the fiber from the manhole and terminate it inside SBC-AMERITECH's office on the FDF at SBC-AMERITECH's expense. In this case the POI shall be at the SBC-AMERITECH designated manhole location.

3.8.4.3 Design Three: SBC-AMERITECH will provide fiber cable to the last entrance (or AT&T designated) manhole at AT&T location. AT&T shall make all necessary preparations to receive and to allow and enable SBC-AMERITECH to deliver fiber optic facilities into that manhole. SBC-AMERITECH will provide a sufficient length of Optical Fire Resistant (**"OFR"**) cable for AT&T to run the fiber cable from the manhole and terminate on AT&T fiber distribution frame (**"FDF"**) in AT&T's location. SBC-AMERITECH shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T shall take the fiber from the manhole and terminate it inside AT&T's office on the FDF at AT&T's expense. In this case the POI shall be at AT&T designated manhole location.

3.8.4.4 Design Four: Both AT&T and SBC-AMERITECH each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. SBC-AMERITECH will provide the fibers associated with the "working" side of the system. AT&T will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the SBC-AMERITECH location.

3.8.5 Other design options that are technically feasible and consistent with the Act may be used by the Parties and implemented as mutually agreed to by the Parties.

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

3.8.7 For Fiber-Meet arrangements, each Party will be responsible for: (i) providing its own transport facilities to the Fiber-Meet , and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.8.8 Neither Party will be allowed to access the Data Communications Channel (**"DCC"**) of the other Party's Fiber Optic Terminal (**"FOT"**) equipment. The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be

used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

3.8.9 Each Party shall provide its own, unique source for the synchronized timing of its FOT 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 FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.

3.8.10 AT&T and SBC-AMERITECH will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities.

3.10 Interconnection in Additional LATAs.

3.10.1 If AT&T determines to offer Telephone Exchange Service within SBC-AMERITECH 's service areas in any additional LATA, AT&T shall provide written notice to SBC-AMERITECH of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.10.2 The notice provided in **Section 3.10.1** shall include: (i) address of the initial AT&T Switch Center POI(s) AT&T has designated in the new LATA, (ii) AT&T's requested Interconnection Activation Date, and (iii) a non-binding forecast of AT&T's trunking requirements.

3.10.3 Unless otherwise agreed by the Parties, the Parties shall designate the AT&T Switch Center AT&T has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the SBC-AMERITECH Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the SBC-AMERITECH Interconnection Wire Center AIWC in that LATA

3.10.4 The Interconnection Activation Date in each new LATA shall be mutually 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 average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred and fifty (150) days. Unless otherwise agreed to by the Parties, the

interconnection Activation Date in each new LATA or each new Interconnection Point within a LATA shall be the earlier of: (1) the date mutually agreed by the Parties which time shall be reasonably related to the actual time needed for activation, or (2) the date that is one-hundred and fifty (150) calendar days after the date on which AT&T delivered notice to SBC-AMERITECH pursuant to Section 3.10.1. Within ten (10) business days of SBC-AMERITECH's receipt of AT&T's notice, SBC-AMERITECH and AT&T shall confirm the AIWC, the ATIWC and the Interconnection Activation Date by mutually agreeing to a Trunk Plan. Notwithstanding the current average interval to establish Interconnection by Collocation, SBC-AMERITECH will make its best effort to meet AT&T's requested Interconnection Activation Date.

3.11 Additional Interconnection in Existing LATAs. If AT&T deploys additional switches in a LATA after the Effective Date, or otherwise wishes to establish Interconnection with additional SBC-AMERITECH Tandem Switches, AT&T shall be entitled, upon written notice thereof to SBC-AMERITECH, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If SBC-AMERITECH deploys additional switches in a LATA after the Effective Date, or otherwise wishes to establish Interconnection with additional AT&T Switch Centers, SBC-AMERITECH shall be entitled, upon written notice thereof to AT&T, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If SBC-AMERITECH establishes an additional Tandem Switch or AT&T establishes an additional Switch Center in a given LATA , the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections relating to Tandem Switches or Switch Centers that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches or Switch Centers, as the case may be.

3.12 Nondiscriminatory Interconnection. Interconnection shall be equal in quality as provided in Section 251 (c) (2) (C) of the Act and on rates, terms and conditions consistent with Section 251 (c) (2) (D) of the Act**.** If AT&T requests an Interconnection that is of a different quality than that provided by SBC-AMERITECH to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.13 Network Management.

3.13.1 AT&T and SBC-AMERITECH shall work cooperatively to install and maintain a reliable network. AT&T and SBC-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.

3.13.2 AT&T and SBC-AMERITECH shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.13.3 AT&T and SBC-AMERITECH shall participate in a joint engineering review of Trunk Usage Report data every six (6) months to identify changes needed in the trunking that exists between AT&T Switch Centers and SBC-AMERITECH Tandem Switches with the objectives of, (1) minimizing blocking, (2) balancing trunk utilization, (3) identifying low trunk utilization, (4) identifying modifications to the existing trunk network to improve trunking efficiency.

3.13.4 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. AT&T and SBC-AMERITECH will immediately notify each other of any protective control action planned or executed.

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

3.13.6 AT&T and SBC-AMERITECH shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.13.7 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.

3.14 911 Service.

3.14.1 911 Arrangements are arrangements for routing 911 calls from AT&T Customers to the appropriate Public Safety Answering Point (**"PSAP"**), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area. SBC-AMERITECH shall provide 911 Arrangements to AT&T as described in this **Section 3.14** in each exchange in which: (i) AT&T is authorized to provide local exchange services, and (ii) **SBC-AMERITECH** is the 911 service provider. The provisions in this **Section 3.14** apply only to 911 Arrangements provided as Ancillary Functions. 911 functionality for Unbundled Network Element Combinations and for Local Service Resale shall be governed by provisions in **Article IX**

(Unbundled Access) and **Article X** (Resale at Wholesale Rates) of this Agreement. In providing 911 Arrangements to AT&T, SBC-AMERITECH shall comply with all laws, rules and regulations concerning emergency services.

3.14.2 Service and Facilities Provided.

(a) SBC-AMERITECH will provide AT&T with multiplexing at a designated SBC-AMERITECH Central Office at the rates set forth at Item I of the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. SBC-AMERITECH will also provide AT&T upon request with dedicated trunking from the SBC-AMERITECH Central Office to the designated SBC-AMERITECH Control Office(s) with sufficient capacity to route AT&T's originating 911 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Trunks shall be established as CAMA MF trunks until SS7 connectivity is required by the applicable jurisdiction. Thereafter, trunks shall be established with SS7 signaling and both parties will cooperate to implement CCIS trunking. Such trunking will be provided at the rates set forth at Item I of the Pricing Schedule or applicable state tariff. If AT&T forwards the ANI information of the calling party to the Control Office, SBC-AMERITECH will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by AT&T, SBC-AMERITECH will display a Central Office identification code for display at the PSAP.

(b) AT&T will provide a minimum of two (2) one-way outgoing channels per diverse path to route originating 911 traffic from AT&T's End Office(s) to the SBC-AMERITECH Central Office(s). The points of Interconnection for primary and diverse routes are identified at **Section 3.14.5**. AT&T may, at its option, acquire such trunking from SBC-AMERITECH at rates, terms and conditions provided in SBC-AMERITECH's tariffs.

(c) SBC-AMERITECH shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's requests for interconnection within twenty (20) business days after receipt of the request. When SBC-AMERITECH network force and load conditions require a longer implementation timeframe, SBC-AMERITECH will notify AT&T within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem shall be established to provide path and route diversity when technically feasible.

(d) SBC-AMERITECH shall provide the following information to AT&T, and shall promptly notify AT&T of any changes:

(1) SBC-AMERITECH processes and requirements for ordering trunks for 911 service and interconnection to the 911 tandem or selective router.

(2) Trunk group specifications.

(3) E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.

(4) Description of SBC-AMERITECH's diversity for facility routing, where technically feasible.

(5) Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

(6) For SBC-AMERITECH only, the SBC-AMERITECH Trunk Group Design Guide (**"TGDG"**) will be provide to AT&T. The TGDG will provide specific information on SBC-AMERITECH Selective Routers for each rate center/NPA-NXX to assist AT&T in designing its 911 trunk groups.

(7) Lists of rate centers in which DMS Management and selective routing for E911 calls is provided by different entities for different portions of the same rate center. This information may be incorporated into the SBC-AMERITECH TGDG.

(8) ALI interface information and access to the DMS sufficient, when combined with other Unbundled Network Elements, to allow AT&T to provide services to its own End Users equivalent to the ALI services provided by SBC-AMERITECH for its End Users.

(e) SBC-AMERITECH shall route E911 calls delivered by AT&T to SBC-AMERITECH's 911 tandems or selective routers to PSAPs. SBC-AMERITECH shall provide to the PSAPs and validate AT&T Customer information from the ALI/ANI database.

(f) SBC-AMERITECH will provide to AT&T a complete copy of the Master Street Address Guide (**"MSAG"**) that will specify valid address ranges for Customers within the Exchange Areas served by AT&T. The MSAG will be provided in a media and format usable with personal computers, free of charge, once each year, and SBC-AMERITECH shall provide electronic updates monthly. SBC-AMERITECH shall cooperate with AT&T to ensure the accuracy of information about AT&T Customers in the MSAG and shall assist in resolving any errors. SBC-AMERITECH shall notify PSAPs of any

errors in the MSAG concerning AT&T Customers. The MSAG will be provided by exchange rate center or community upon request.

(g) SBC-AMERITECH will coordinate access to the SBC-AMERITECH ALI database for the initial loading and updating of AT&T Customer information. Access coordination will include:

(1) SBC-AMERITECH provided format requirements and a delivery address for AT&T to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. SBC-AMERITECH shall confirm receipt of this data as described in **Section 3.14.2(n)**;

(2) Coordination of error resolution involving entry and update activity;

(3) Provisioning of specific 911 routing information on each access line;

(4) Providing AT&T with reference data required to ensure that AT&T's Customer will be routed to the correct Control Office when originating a 911 call.

(h) SBC-AMERITECH shall provide an electronic interface to the ALI/DMS database, through which AT&T or its agent may provide a daily update of AT&T Customer Information. SBC-AMERITECH shall provide AT&T with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). SBC-AMERITECH shall provide error reports from the ALI/DMS data base to AT&T within one (1) business day after AT&T or its agent enters information into the ALI/DMS database.

(i) If an electronic interface to the ALI/DMS database is not available, SBC-AMERITECH shall establish interim processes and procedures to receive and process AT&T Customer information within one (1) business day.

(j) SBC-AMERITECH shall provide AT&T query access to the ALI/DMS database to verify the accuracy of AT&T Customer information.

(k) AT&T shall pay SBC-AMERITECH charges as set forth in the **Pricing Schedule** or in the applicable state tariff in states where 911 tariffs exist.

(l) In the event of an SBC-AMERITECH or AT&T 911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support

center personnel responsible for maintaining the 911 Service between the Parties.

(m) SBC-AMERITECH will provide the order number and circuit identification code in advance of the service due date.

(n) AT&T or its third party agent will provide Automatic Location Identification (ALI) data to SBC-AMERITECH for use in entering the data into the 911 database. The initial ALI data will be provided to SBC-AMERITECH in a format prescribed by SBC-AMERITECH. AT&T is responsible for providing SBC-AMERITECH updates to the ALI data and error corrections which may occur during the entry of ALI data to the SBC-AMERITECH 911 Database System. AT&T shall reimburse SBC-AMERITECH for any additional database charges incurred by SBC-AMERITECH for errors in ALI data updates caused by AT&T or its third party agent. SBC-AMERITECH will confirm receipt of such data and corrections by the next Business Day by providing AT&T with a report of the number of items sent, the number of items entered correctly, and the number of errors.

(o) AT&T will monitor the 911 circuits for the purpose of determining originating network traffic volumes. AT&T will notify SBC-AMERITECH if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.

(p) Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.

3.14.3 Compensation. In addition to the amounts specified in **Section 3.14.2**, AT&T shall compensate SBC-AMERITECH as set forth in the Pricing Schedule or based upon tariff pricing in States where 911 tariffs have been filed.

3.14.4 Additional Limitations of Liability Applicable to E911/911 Service.

(a) SBC-AMERITECH is not liable for the accuracy and content of ALI data that AT&T delivers to SBC-AMERITECH. AT&T is responsible for maintaining the accuracy and content of that data as delivered.

(b) Notwithstanding anything to the contrary contained herein, SBC-AMERITECH's liability to AT&T and any third person shall be limited to the maximum extent permitted by Mich. Comp. Laws Section 484.1604.

3.14.5 911 Interconnection for Primary and Diverse Routes. AT&T's point of Interconnection for E911/911 Service can be at the SBC-AMERITECH Central Office, a Collocation point, or via a facility provisioned directly to the SBC-AMERITECH

911 Selective Router. AT&T shall pay tariff charges for Diverse routes. AT&T will be responsible for determining the proper quantity of trunks from its End Office(s) to the SBC-AMERITECH Central Office(s). Trunks between the SBC-AMERITECH Central Office and the SBC-AMERITECH Control Office shall be delivered by SBC-AMERITECH within twenty (20) business days after receipt of the request. When SBC-AMERITECH network force and load conditions require a longer implementation timeframe, SBC-AMERITECH will notify AT&T within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, AT&T and SBC-AMERITECH will cooperate to promptly test all transport facilities between AT&T's network and the SBC-AMERITECH Control Office to assure proper functioning of the 911 service. AT&T will not turn-up live 911 traffic until successful testing is completed by both parties.

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

3.14.7 AT&T will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that it serves if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, AT&T shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. AT&T is responsible for requesting facilities routed diversely for 911 interconnection.

3.14.8 AT&T will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-AMERITECH 911 Selective Router Office(s).

3.14.9 AT&T acknowledges that its End Users in a single local calling scope may be served by different SRs and AT&T shall be responsible for providing facilities to route calls from its End Users to the proper E911 SR.

3.14.10 AT&T will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to AT&T's demarcation (e.g. collocation). SBC-AMERITECH will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). AT&T is responsible for advising SBC-AMERITECH of the circuit identification when notifying SBC-AMERITECH of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-AMERITECH will refer network trouble to AT&T if no defect is found in SBC-AMERITECH's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

3.14.11 Once E911 trunking has been established and tested between AT&T's End Office and appropriate SR, AT&T or its representatives shall be responsible

for providing AT&T database records to SBC-AMERITECH for inclusion in SBC-AMERITECH's DBMS on a timely basis. SBC-AMERITECH and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC End Users.

3.14.12 AT&T or its third party agent shall provide initial and ongoing updates of customer 911 records (i.e., telephone numbers, addresses, etc.) in electronic format based upon established NENA industry standards.

3.14.13 AT&T shall adopt use of a Company ID in accordance with NENA standards on all CLEC database records. The Company ID will be used to identify the carrier of record in facility configurations. AT&T data shall be validated against the MSAG via the DBMS.

3.14.14 AT&T shall be solely responsible for providing test records and conducting call-through testing on all new NPA/NXXs.

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

4.0 Transmission and Routing of Telephone Exchange Service.

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

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection 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 provision and maintain their own one (1)-way trunks to deliver calls originating on their own network and routed to the other Party's network. AT&T will be financially responsible for providing the facilities to the SBC-AMERITECH Tandems that are required to deliver traffic originating on AT&T's network to SBC-AMERITECH. SBC-AMERITECH will be financially responsible for providing the facilities to AT&T Switch Centers that are required to deliver traffic originating on SBC-AMERITECH's network to AT&T.

4.3.2 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between an AT&T Switch Center and an SBC-AMERITECH Tandem. This trunk group will utilize Signaling System 7 (**"SS7"**) or multi-frequency (**"MF"**) signaling protocol, with SS7 signaling preferred whenever possible. AT&T will have administrative control of one-way trunk groups from AT&T to SBC-AMERITECH (AT&T originating).

4.3.3 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any SBC-AMERITECH End Office and AT&T Switch Center at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan**.** These direct trunk groups will be provisioned over two interconnected facilities. AT&T will be responsible for the facility from AT&T's Switch Center to the SBC-AMERITECH Tandem Switch Center, and SBC-AMERITECH will be responsible for the facility from the SBC-AMERITECH Tandem Switch Center to the applicable End Office.

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

4.3.5 SBC-AMERITECH will provide the facilities between each SBC-AMERITECH Tandem Switch and the SBC-AMERITECH End Office(s) sub-tending that Tandem Switch. SBC-AMERITECH shall ensure that each Tandem Switch permits the completion of traffic to all End Offices that sub-tend that Tandem Switch.

4.3.6 Each Party shall establish and maintain separate trunk groups connected to each Tandem Switch or Switch Center, as the case may be, of the other Party that serves, or is sub-tended by End Offices that serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches or Switch Centers, as the case may be.

4.3.7 Each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks for use in a pre-existing Interconnection arrangement, subject to Section 19.12 of this Agreement.

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

4.3.9 When Tandem trunks are deployed, AT&T shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SBC-AMERITECH Tandems on the trunk groups defined in this **Article IV**. SBC-AMERITECH shall route appropriate traffic to AT&T switches on the trunk groups defined in this **Article IV**.

4.3.10 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party or will initiate a joint planning discussion:

4.3.10.1 Within twenty (20) business days after receipt of the TGSR; or

4.3.10.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process, the intervals used for the provisioning process will be the same as those used for SBC-AMERITECH's Switched Access service.

4.3.11 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (**"ASR"**). AT&T will have

administrative control for the purpose of issuing ASR's on two-way trunk groups. In SBC-AMERITECH where one-way trunks are used (as discussed in **Section 4.3.1**), SBC-AMERITECH will issue ASRs for trunk groups for traffic that originates in SBC-AMERITECH and terminates to AT&T. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

4.3.12 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (**"TGSR"**) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (**"ATIS"**) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR.

4.3.13 In a blocking final situation, a TGSR will be issued by either Party when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR. The Party issuing the ASR will note "Service Affecting" on the ASR.

4.3.14 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. Those situations where underutilization of interconnection trunks and facilities exists will be handled in the following manner:

4.3.14.1 If a trunk group is under seventy five percent (75%) of CCS capacity on a monthly average basis, for any consecutive one-hundred thirty five (135) day period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

4.3.14.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

4.3.14.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

4.3.14.4 If SBC- AMERITECH does not receive an ASR, or if AT&T does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC- AMERITECH will contact AT&T to schedule a joint planning discussion. If AT&T will not agree to meet within an additional five (5) business

days and present adequate reason for keeping trunks operational and after appropriate escalation under **Section 28.3.2**, SBC-AMERITECH will issue an ASR to resize the Interconnection trunks and facilities.

4.3.15 Projects require the coordination and execution of multiple orders or related activities between and among SBC-AMERITECH and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Orders that comprise a Project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

4.3.16 Due dates for the installation of Local Interconnection Trunks covered by this Article shall be based on each of the SBC- AMERITECH's intrastate Switched Access intervals. If AT&T is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection service arrangement trunk(s) by the due date, AT&T will provide SBC-AMERITECH with a requested revised service due date that is no more than forty-five (45) calendar days beyond the original service due date. If AT&T requests a service due date change that exceeds the allowable service due date change period, the ASR must be canceled by AT&T. Should AT&T fail to cancel such ASR within ten (10) days after notice to the Party specified in **Section 28.3.2**, SBC-AMERITECH shall treat that ASR as though it had been canceled.

4.3.17 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least five (5) business days to be utilized for engineering purposes, although with less statistical confidence.

4.3.18 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (**"NDM"**) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

4.4 Signaling.

4.4.1 AT&T shall provide all SS7 signaling information including, without limitation, charge number and originating line information (**"OLI"**). For terminating FGD, SBC-AMERITECH will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (**"TNS"**) parameter, carrier identification codes (**"CIC"**) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by AT&T wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

4.4.2 Signaling Interconnection may be used for signaling between AT&T switches, between AT&T switches and SBC-AMERITECH switches, and between AT&T switches and those third party networks with which SBC-AMERITECH's SS7 network is interconnected. SBC-AMERITECH's Common Channel Signaling Access Service (**"CCSAS"**) allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path. The transport portion of CCSAS commonly referred to as a signaling link, is provided via dedicated 56 kbps or higher out of band signaling connections between AT&T Signaling Point of Interconnection (**"SPOI"**) at the STP and SBC-AMERITECH's Signaling Transfer Point (**"STP"**). The network termination point where the connection takes place is called the STP port termination.

4.4.3 Where available, Common Control Signaling or Common Channel Interoffice Signaling (**"CCS/CCIS"**) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks to handle local traffic and toll traffic. Each Party shall supply Calling Party Number (**"CPN"**) within the SS7 signaling message, if available. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling at the rates set forth at Item V of the **Pricing Schedule**.

4.4.4 If CCS/CCIS is unavailable, Multi-Frequency (**"MF"**) wink start signaling shall be used by the Parties. Each Party will outpulse the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification (**"ANI"**) where available. Each Party shall charge the other Party equal and reciprocal rates for CCS/CCIS or MF signaling at the rates set forth in the **Pricing Schedule**.

4.4.5 Each Party is responsible for requesting Interconnection to the other Party's CCS/CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP. Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements) will include testing. Testing of SS7 interconnection shall include

completion of all tests described in CCS/CCIS Network Interconnection Testing documents defined by the Internetwork Interoperability Test Plan (**"IITP"**).

4.4.6 When the Parties establish new links subject to the terms and conditions of this **Section 4.4**, each Party shall provide its own STP port termination(s), each Party is responsible for all facility maintenance and provisioning on its side of the SPOI, and each Party shall charge the other Party for the signaling links as follows:

4.4.6.1 Where the SPOI for the signaling link is at a Mid Point Meet, there shall be no compensation between the Parties for the signaling link facilities used.

4.4.6.2 Where the SPOI for the signaling link facilities is located at the SBC-AMERITECH Wire Center where the signaling link facilities terminate and AT&T has furnished the interconnection facility, SBC-AMERITECH will pay a monthly charge equal to one half of AT&T provided facility charge according to SBC-AMERITECH's unbundled rate element for the facility used.

4.4.6.3 Where the SPOI for the signaling link facilities is located at the AT&T Switch Center where the signaling link facilities terminate and SBC-AMERITECH has furnished the interconnection facility. AT&T will pay a monthly charge equal to one half of the SBC-AMERITECH provided facility charge according to SBC-AMERITECH's unbundled rate element for the facility used.

4.4.7 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (**"TCAP"**) messages to facilitate interoperability of CCS/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 CCS/CCIS signaling parameters will be provided, including Calling Party Number (**"CPN"**), Originating Line Information (**"OLI"**), calling party category and charge number. All privacy indicators will be honored. The Parties will follow all relevant OBF adopted standards pertaining to CIC/OZZ codes. For terminating Exchange Access traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.8 Where either Party chooses 56 kbps transmission, the Parties agree to establish AMI line coding. Any AMI line coding will be superframe formatted. DS3 facilities will be provisioned with C-Bit parity.

4.4.9 AT&T's process for billing Signaling, Port and Message Usage is outlined below. For CCS/CCIS network usage dedicated to network Interconnection, AT&T will apply its tariffed monthly recurring and non-recurring rates for Ports and Links used by SBC-AMERITECH as well as a per message CCS/CCIS call set-up charge. AT&T will bill SBC-AMERITECH a per-signaling message charge applied to each inbound call attempt. (See example below) This usage bill will be based on Initial

Address Messages (**"IAM"**). Transaction Capabilities Application Part (**"TCAP"**) messages are not part of AT&T's current service offering. If, in the future, AT&T requires TCAP messages to be exchanged, the Parties will negotiate appropriate rates.

Example:

TOTAL # CALL ATTEMPTS X IAM PER MESSAGE = SS7 USAGE BILL

4.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with this Agreement and the trunking plans agreed to by the Parties.

4.6 Trunk Design Blocking Criteria. Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in **Table 1**. Trunk requirements shall be based upon time consistent average busy season, busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

4.7 Measurement and Billing.

4.7.1 For billing purposes, each Party shall pass original and true Calling Party Number (**"CPN"**) information on each call that it originates over the Local/IntraLATA Trunks. Neither Party will alter the CPN Field.

4.7.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.7.3 Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (**"MOU"**) of calls exchanged with CPN information, 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 reevaluated every three (3) months. 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.

4.7.4 Measurement of Telecommunications traffic billed shall be in tenths of seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

4.7.5 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.7.6 Where the Parties are performing a transiting function, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator.

4.8 Reciprocal Compensation

4.8.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or AT&T which a Telephone Exchange Service Customer originates on Ameritech's or AT&T's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided at Item II of the Pricing Schedule. Such traffic shall be recorded and transmitted to AT&T in accordance with Article XXVII (Billing and Recording) of this Agreement.

4.8.2 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. The total conversation seconds over each individual Local Interconnection Trunk Group, measured in accordance with Section 4.7.4, will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.8.3 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a report showing the PLU described in Section 4.7.3.

4.8.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange

Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.8.5 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

4.8.6 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.

4.9 TRANSITING

4.9.1 While the Parties agree that it is the responsibility of AT&T to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, SBC-AMERITECH acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to AT&T, SBC-AMERITECH will provide AT&T with transit service. AT&T agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

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

5.0 Transmission and Routing of Exchange Access Traffic Pursuant to 251(c)(2).

5.1 Scope of Traffic. Article V prescribes parameters for certain trunk groups (**"Access Toll Connecting Trunks"**) to be established over the Interconnections specified in **Article III** for the transmission and routing of Exchange Access traffic and 8YY traffic between AT&T Telephone Exchange Service Customers and Interexchange Carriers.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 AT&T shall establish Access Toll Connecting Trunks in GR-394-Core format by which it will provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to AT&T's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of (Feature Group B and D) Exchange Access and 800/888 traffic to allow each Party's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to the other Party's access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that AT&T utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch SBC-AMERITECH utilizes to provide Exchange Access in such LATA. The Access Toll Connecting Trunks may, at AT&T's election, be 64 Kb Clear Channel trunks or 56Kb trunks. The Parties agree that this Agreement does not limit AT&T from requesting other bandwidth levels or trunking parameters and SBC-AMERITECH agrees that its acceptance of such a request will not be unreasonably withheld.

5.2.4 In each LATA where the Parties are Interconnected, each AT&T Switch Center in that LATA shall sub-tend an SBC-AMERITECH access Tandem in that LATA.

5.3 8YY Interconnection (in SBC-AMERITECH only).

5.3.1 General Provisions.

5.3.1.1 AT&T may order from SBC-AMERITECH and SBC-AMERITECH shall provide the trunking arrangements described in this Section 5.3 so that AT&T's Digital Link Customers may place outbound 8YY calls (i.e., 800, 888, 877 etc. prefix calls) to carriers other than AT&T and multi-carrier 8YY calls.

5.3.1.2 AT&T may order from SBC-AMERITECH and SBC-AMERITECH shall provision, separate 64 Kb Clear Channel trunk groups and will be in addition to any existing trunk groups currently in place between the Parties. All trunk groups shall be designated TCT groups.

5.3.1.3 AT&T and SBC-AMERITECH agree that AT&T may serve any AT&T customer using any AT&T Switch Center, including an AT&T Switch Center that is not physically located in the LATA where the AT&T customer and the SBC-AMERITECH Tandem are located.

5.3.2 8YY Interconnection Arrangement A.

5.3.2.1 Under 8YY Interconnection Arrangement A, AT&T shall submit and SBC-AMERITECH shall accept an ASR for a separate 64 Kb Clear Channel Access TCT group dedicated to the transmission and routing of non-translated (i.e., "undipped") 8YY traffic from an AT&T 4ESS® end office switch to an SBC-AMERITECH access Tandem.

5.3.2.2 If the AT&T 4ESS® switch is located in the same LATA as the SBC-AMERITECH Tandem, the TCT trunk group will connect the 4ESS® switch to the SBC-AMERITECH Tandem in the LATA.

5.3.2.3 If the AT&T 4ESS® switch is not located in the same LATA as the originating AT&T customer and the serving SBC-AMERITECH Tandem, the TCT trunk group shall be provisioned from a POI in the LATA in which both the originating AT&T customer and the serving SBC-AMERITECH Tandem are located.

5.3.2.4 SBC-AMERITECH and AT&T agree to jointly engineer the Access TCTs such that they shall be one-way trunks and shall be used solely for the transmission and routing of non-translated 8YY traffic to allow AT&T's Customers located in a LATA to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to an SBC-AMERITECH access Tandem located in the same LATA.

5.3.2.5 The following requirements, including those relating to Billing, Signaling, Recording, and Provisioning, shall apply to all trunking arrangements provisioned under this subsection relating to 8YY Interconnection Arrangement A:

(a) SBC-AMERITECH shall provide and/or produce an 110125 Record for each call sent over the 8YY trunk group if the ANI or CPN belongs to AT&T or an AT&T End User. In return, AT&T shall send an 1150 Summary Record back to SBC-AMERITECH to allow SBC-AMERITECH to produce the appropriate billing to the appropriate 8YY carrier.

(b) Subject to subsections (c) and (d) of this Section 5.3.2.5, the determination of the originating carrier of the 8YY call should be done using the Jurisdictional Information Parameter (**"JIP"**) to insure the accuracy of billing records.

(c) If SBC-AMERITECH cannot currently incorporate the JIP, AT&T will provide SBC-AMERITECH an ANI for SBC-AMERITECH to provision the applicable trunk groups with an "hard-coded" ANI in place of the JIP (to appropriately guide usage records).

(d) SBC-AMERITECH will deploy the necessary upgrades to its switches and other associated systems to incorporate the JIP within the same scheduled time frame as its Southwestern Bell Telephone Company Affiliates generally deploy such upgrades and systems to incorporate the JIP.

(e) AT&T and SBC-AMERITECH will follow customary industry standards on billing for access services as defined in the appropriate tariffs and/or contracts.

5.3.3 8YY Interconnection Arrangement B.

5.3.3.1 Under 8YY Interconnection Arrangement B, AT&T shall submit and SBC-AMERITECH shall accept an ASR for trunk groups necessary for the transmission and routing of translated (i.e., "dipped") 8YY traffic to SBC-AMERITECH from an AT&T or AT&T Affiliate Switch Center (such as an 5ESS® or equivalent switch) that will perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database.

5.3.3.2 If the AT&T Switch is located in the same LATA as the serving SBC-AMERITECH Tandem, the existing two-way TCT trunk group will connect the AT&T Switch to the serving SBC-AMERITECH Tandem, or, in the case of a new Interconnection, the two-way TCT trunks provisioned during the initial network turn-up would be used.

5.3.3.3 If the AT&T Switch Center performing Switching Service Point functions and queries to an Industry Toll-Free Database is not located in the same LATA as the serving SBC-AMERITECH Tandem, the TCT trunk group shall be provisioned from a POI in the LATA in which both the originating AT&T customer and the serving SBC-AMERITECH Tandem are located.

5.3.3.4 SBC-AMERITECH and AT&T agree to jointly engineer the 8YY Interconnection Arrangement B trunk groups to be used solely for the transmission

and routing of either Local Traffic or Exchange Access traffic (both of which includes translated 8YY traffic) to allow AT&T's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to an SBC-AMERITECH access Tandem or POI.

5.3.3.5 The 8YY Interconnection Arrangement B trunk groups shall be jointly engineered as follows:

(1) AT&T may elect (at its sole discretion) to send its customers' originating non-translated 8YY calls to an AT&T Switch Center that is located outside the LATA in which the AT&T Customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the Parties will provision one-way trunk groups between a POI in the LATA in which the AT&T Customer is located and the SBC-AMERITECH Tandem switch in that LATA to allow these calls to be routed to those Interexchange Carriers connected to the SBC-AMERITECH Tandem switch.

(2) Alternatively, AT&T may elect (at its sole discretion) to send its Customers' non-translated 8YY calls to an AT&T Switch Center that is located within the LATA in which the AT&T Customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the Parties will use the existing two-way 64 Kb TCT trunk groups between the AT&T Switch Center performing the necessary Switching Service Point functions and queries to an Industry Toll-Free Database and the SBC-AMERITECH Tandem to allow these calls to be routed to those Interexchange Carriers connected to the SBC-AMERITECH Tandem switch.

5.4 InterLATA (Meet Point) Trunk Group.

5.4.1 InterLATA traffic shall be transported between AT&T Switch Center and the SBC-AMERITECH access or combined local/access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of Exchange Access traffic between SBC-AMERITECH's or AT&T's End Users and Interexchange Carriers via an AT&T switch or SBC-AMERITECH access Tandem, as the case may be.

5.4.2 When SBC-AMERITECH has more than one access Tandem in a LATA, AT&T shall establish an InterLATA trunk group to each SBC-AMERITECH access Tandem where the AT&T has homed its NXX code(s). If the access Tandems are

in two different states, AT&T shall establish an InterLATA trunk group with one access Tandem in each state.

5.4.3 AT&T will home its NPA-NXXs to the access Tandem that serves the LATA for the V&H coordinate assigned to the NXX.

5.4.4 If either Party uses its NXX Code to provide Foreign Exchange service to its Customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its Foreign Exchange service Customer and such code's geographic area.

5.4.5 SBC-AMERITECH will not block Switched Access Customer traffic delivered to any SBC-AMERITECH Tandem for completion on AT&T's network. SBC-AMERITECH shall have no responsibility to ensure that any Switched Access Customer will accept traffic that AT&T directs to the Switched Access Customer. SBC-AMERITECH also agrees to furnish AT&T, upon request, a list of those IXCs which also Interconnect with SBC-AMERITECH's access Tandem(s).

5.5 Signaling.

5.5.1 The Parties will exchange SS7 signaling messages with one another, where and as available, to handle meet point billing traffic and transit traffic.

5.5.2 The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number (**"CPN"**), Charge Number (if it is different from calling party number), and originating line information (**"OLI"**).

5.5.3 For terminating FGD, each Party will pass any CPN it receives from other carriers.

5.5.4 All privacy indicators will be honored.

5.5.5 Where available, network signaling information such as Transit Network Selection (**"TNS"**) parameter (SS7 environment) will be provided by the Originating Party whenever such information is needed for call routing or billing. Where TNS information has not been provided by the Originating Party, the Tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (**"OBF"**) adopted guidelines pertaining to TNS codes.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group. The Parties will cooperate to establish separate choke trunk groups for the completion of calls such as radio contest lines, etc., unless this is determined to be unnecessary by both Parties because they have implemented "Call Gapping" software, or other call control measures. When completing a new Interconnection in an existing LATA or a new

Interconnection in a new LATA, AT&T will establish a SS7 based choke trunk group if SBC-Ameritech has a Choke NPA in that LATA.

ARTICLE VI
FRAUD CONTROL, NETWORK SECURITY AND LAW ENFORCEMENT

6.0 Fraud Control, Network Security and Law Enforcement.

6.1 Protection of Service and Property.

6.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Article, SBC-AMERITECH agrees to take the following reasonable and prudent steps, including but not limited to:

6.1.2 Restricting access to AT&T equipment, support equipment, systems, tools and data, or spaces which contain or house AT&T equipment to the extent SBC-AMERITECH provides this protection to its own facilities. SBC-AMERITECH will provide access to AT&T employees and its agents based on AT&T providing a list of authorized personnel. AT&T employees and authorized agents must display identification required by SBC-AMERITECH.

6.1.3 SBC-AMERITECH will follow mutually agreed upon notification procedures in the event it becomes necessary for a SBC-AMERITECH employee to enter into the exclusive AT&T collocated space.

6.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.

6.1.5 Allowing AT&T to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures after such time as SBC-AMERITECH has turned over the collocation area to AT&T and to furnish AT&T with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured AT&T space.

6.1.6 Provide card access, coded locks or keyed locks providing security to the exclusive AT&T collocated space that is unique to that space.

6.1.7 Ensuring that the area which houses AT&T's equipment is adequately secured to prevent unauthorized entry to the same level as SBC-AMERITECH provides to itself.

6.1.8 Limiting the keys used in SBC-AMERITECH's keying systems for cages which contain or house AT&T equipment or equipment enclosures to SBC-AMERITECH's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with AT&T to allow escort opportunity. SBC-AMERITECH will change locks at AT&T's request. The expense will be borne by SBC-AMERITECH where a security breach is known or suspected and the breach is caused by SBC-AMERITECH.

6.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain AT&T equipment, provided AT&T has requested the installation of such security studs and has agreed to pay the full expense for such installation.

6.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house AT&T equipment or equipment enclosures

6.1.11 Providing notification to designated AT&T personnel to report any actual or attempted security breach involving AT&T's equipment or equipment enclosures as soon as reasonably practicable after SBC-AMERITECH has become aware of such actual or attempted security breach.

6.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency

6.1.13 In the event that **Article XII** addresses any matter also covered by this Article, the provisions of **Article XII** prevail.

6.2 Data and System Protection.

6.2.1 Joint Security Requirements.

6.2.1.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

6.2.1.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, and time limits

of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

6.2.1.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

6.2.1.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

6.2.1.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the AT&T or SBC-AMERITECH network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

6.2.1.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

6.2.2 Additional Responsibilities of Both Parties.

6.2.2.1 Modem/DSU Maintenance And Use Policy. To the extent the access provided hereunder involves the support and maintenance of AT&T equipment on SBC-AMERITECH's premises, such maintenance will be provided under terms agreed to by the Parties.

6.2.2.2 Monitoring. Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

6.2.2.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

6.2.2.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

6.2.2.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

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

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

6.2.3.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This summary provides a convenient reference for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to AT&T or SBC-AMERITECH, respectively, as the providers of the computer, network or information in question.

6.2.3.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

6.2.4 General Policies.

6.2.4.1 Each Party's resources are for approved business purposes only.

6.2.4.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

6.2.4.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

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

6.2.4.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

6.2.5 User Identification.

6.2.5.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

6.2.5.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

6.2.5.3 Userids will be revalidated pursuant to each Party's corporate policies.

6.2.6 User Authentication.

6.2.6.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

6.2.6.2 Passwords must not be stored in script files.

6.2.6.3 Passwords must be entered by the user in real time.

6.2.6.4 Passwords must be at least six to eight (6-8) characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

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

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

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

6.2.7 Access and Session Control.

6.2.7.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

6.2.7.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

6.2.8 User Authorization.

6.2.8.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a userid is approved for access to the system.

6.2.9 Software and Data Integrity.

6.2.9.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

6.2.9.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

6.2.9.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

6.2.9.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

6.2.10 Monitoring and Audit.

6.2.10.1 To deter unauthorized access events, a warning or no-trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-AMERITECH or AT&T) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

6.2.10.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

6.3 Revenue Protection.

6.3.1 SBC-AMERITECH will make available to AT&T all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that SBC-AMERITECH provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations, (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of 800 and (v) 900/976 blocking.

6.3.2 SBC-AMERITECH will provide to AT&T the same procedures to detect and correct the accidental or malicious alteration of software underlying Network

Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

6.3.3 SBC-AMERITECH will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.

6.3.4 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.

6.3.4.1 In the event of fraud associated with an AT&T End User's account, including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), the parties agree that liability should be determined based on the facts related to the incident of fraud. Alternatively Billed Service ("ABS") is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.3.4.2 SBC-AMERITECH shall use the Sleuth system to determine suspected occurrences of ABS-related fraud for AT&T customers, using the same criteria SBC-Ameritech uses to monitor fraud on its own accounts. As used herein, "Sleuth" shall mean "Sleuth system or comparable fraud detection system."

6.3.4.2.1 SBC-AMERITECH will provide notification messages to AT&T on suspected occurrences of ABS-related fraud on AT&T accounts stored in the applicable LIDB. SBC-AMERITECH will provide these fraud notification messages ("alerts") to AT&T within two (2) hours of the Sleuth alert being generated. Subsequent to AT&T's investigation of the Sleuth alert, AT&T's Fraud Center will notify SBC-AMERITECH of any action that needs to be taken. SBC-AMERITECH will complete such action as requested by AT&T within two (2) hours of AT&T's request.

6.3.4.2.2 AT&T understands that Sleuth alerts only identify potential occurrences of fraud. AT&T understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. AT&T understands and agrees that it will also need to determine what, if any, action should be taken as a result of a Sleuth alert.

6.3.4.2.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.

6.3.4.2.4 For each alert notification provided to AT&T, AT&T may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. AT&T may request up to three reports per alert.

6.3.4.2.5 ABS-related alerts are provided to AT&T at no additional charge.

6.3.4.3 Within six (6) months of approval of this Agreement by the Commission, SBC-AMERITECH will provide AT&T with a direct, near real time, electronic transmission of LIDB requests for Alternatively Billed Services (Collect and/or Billed to Third Party calls billed to AT&T customers) in the same manner SBC-AMERITECH does so for itself.

6.3.5 The Parties agree that AT&T reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by SBC-AMERITECH.

6.4 Law Enforcement Interface.

6.4.1 SBC-AMERITECH will provide AT&T with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of AT&T customers provisioned on SBC-AMERITECH facilities (AT&T Local and ALS Type II, as hereinafter defined) shall be served on both AT&T and SBC-AMERITECH. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once AT&T implements CALEA solutions in its switches, AT&T will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.1.1 As used in this Article, the term ALS Type II shall mean customers connected to the AT&T network through SBC-AMERITECH-owned facilities. ALS Type II customers are located in a building which is connected to an SBC-AMERITECH- Central Office by an SBC-AMERITECH-owned cable using customer's premise equipment connected to that cable. At the SBC-AMERITECH Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an AT&T fiber-optic facility which transports traffic to and from an AT&T Central Office.

6.4.2 When the end-user to be tapped, traced, etc. is an AT&T Local or ALS Type II customer provisioned on SBC-AMERITECH facilities, SBC-AMERITECH shall advise the requesting law enforcement agency to name both AT&T and SBC-AMERITECH in the court order and serve both carriers. SBC-AMERITECH shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such

applicable court order, notify AT&T directly of the law enforcement agency request within one (1) business day of receiving the request. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once AT&T implements CALEA solutions in its switches, AT&T will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

6.4.4 SBC-AMERITECH and AT&T shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

6.4.4.1 Intercept Devices. Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall refer such order to the Party that serves the End User. Should a court order pertain to an AT&T Local customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, SBC-AMERITECH shall provision on its equipment trap & trace orders pertaining to AT&T Local customers. As specified in **Section 6.4.3**, above SBC-AMERITECH may bill the appropriate law enforcement agency for these services under its customary practices. Once AT&T implements CALEA solutions in its switches, AT&T will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.4.2 Subpoenas. Should either Party receive a subpoena for subscriber information or billing records concerning the other Party's End User, it shall refer the subpoena back to the issuing authority. The referral shall indicate that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request. Should the subpoena demand AMA records (call dump) for an AT&T Local customer, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC-AMERITECH shall provide the issuing authority with the requested data. As specified in **Section 6.4.3**, above SBC-AMERITECH may bill the appropriate law enforcement agency for these services under its customary practices.

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

6.4.5 Annoyance Calls. SBC-AMERITECH agrees to work cooperatively and jointly with AT&T in investigating annoyance/harassing calls to the AT&T customer where SBC-AMERITECH's cooperation, services, unbundled network elements (including operational support systems), facilities or information are needed to resolve the annoyance/harassing call(s) to the AT&T customer. The SBC-AMERITECH Annoyance Call Bureau will handle requests received from AT&T personnel on behalf of AT&T customers. SBC-AMERITECH will provide service to AT&T customers on annoyance/harassing calls that is at parity with the level of service SBC-AMERITECH provides its own customers.

6.4.6 CALEA. Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act of 1994 **("CALEA")** as amended, including any final orders of the FCC, or final regulations promulgated by the Federal Bureau of Investigation, Department of Justice, or any other federal agency pursuant to CALEA.

6.4.6.1 The Parties agree to work jointly, cooperatively and in good faith to allow each Party to comply with CALEA.

6.4.6.2 Unless otherwise specified, each Party shall bear its own cost of complying with CALEA.

6.4.7 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, SBC-AMERITECH shall provide soft dial tone to AT&T for the use of its customers.

ARTICLE VII
TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.0 Transport and Termination of Other Types of Traffic.

7.1 Information Services Traffic.

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party (**"Originating Party"**) on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party (**"Terminating Party"**) to whose information platform the Information Services Traffic terminated.

7.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers.

7.1.4 Intentionally deleted.

7.1.5 Once a billing and collection agreement has been signed, the Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

(a) The Information Services Billing and Collection fee set forth on the **Pricing Schedule**; and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and

(c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.6 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

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; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one (1) BLV attempt will be made per Customer operator bureau call.

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. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one (1) BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

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. 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 on the **Pricing Schedule**.

7.2.5 AT&T may provide its own Operator Services, including BLV/BLVI or use the Operator Services of SBC-AMERITECH or a third-party vendor.

7.3 Transit Service.

7.3.1 SBC-AMERITECH shall provide AT&T Transit Service as provided in this Section 7.3.

7.3.2 "**Transit Service**" means the delivery of certain traffic between AT&T and a third-party LEC or Commercial Mobile Radio Service (**"CMRS"**) provider by SBC-AMERITECH over the Local/IntraLATA Trunks. Transit Service shall be provided only at SBC-AMERITECH's Tandem Switches, and not at any SBC-AMERITECH End Office. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from AT&T to such third-party LEC or CMRS provider, and (ii) IntraLATA Toll Traffic originated from such third-party LEC and terminated to AT&T where

SBC-AMERITECH carries such traffic pursuant to the Commission's primary toll carrier (**"PTC"**) plan or other similar plan.

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

(a) For Local Traffic and IntraLATA Toll Traffic originating from AT&T that is delivered over the Transit Service (**"Transit Traffic"**):

(1) AT&T shall:

(A) Pay to SBC-AMERITECH a Transit Service charge set forth on the **Pricing Schedule**; and

(B) Reimburse SBC-AMERITECH for any charges, including Switched Access charges, that a third-party LEC or CMRS provider with whom SBC-AMERITECH does not have a Transit Service agreement similar to that set forth in this Section 7.3 imposes or levies on SBC-AMERITECH for delivery or termination of any such Transit Traffic.

(2) SBC-AMERITECH shall remit to AT&T any access charges SBC-AMERITECH receives from such third-party LEC or CMRS provider in connection with the delivery of such Transit Traffic.

(b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to AT&T from a third-party LEC or CMRS provider: (i) that is not subject to PTC arrangements (regardless of whether SBC-AMERITECH is the PTC), and (ii) SBC-AMERITECH has a transiting arrangement with such third-party LEC or CMRS provider which authorizes SBC-AMERITECH to deliver such traffic to AT&T (**"Other Party Transit Agreement"**), then SBC-AMERITECH shall deliver such Local Traffic and IntraLATA Toll Traffic to AT&T in accordance with the terms and conditions of such Other Party Transit Agreement and such third-party LEC or CMRS provider (and not AT&T) shall be responsible to pay SBC-AMERITECH the applicable Transit Service charge.

(c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-AMERITECH is the PTC, SBC-AMERITECH shall deliver such IntraLATA Toll Traffic to or from AT&T in accordance with the terms and conditions of such PTC arrangement.

7.3.4 While the Parties agree that it is the responsibility of each third-party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to AT&T, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of: (i) the date on which either Party has entered into an arrangement with such third-party LEC or CMRS provider to deliver Local Traffic and IntraLATA Toll Traffic to AT&T, and (ii) the termination of this Agreement SBC-AMERITECH will provide AT&T with Transit Service. Except as may be expressly provided herein, this section 7.3.4 shall not require either party to function as a billing intermediary, e.g., clearinghouse.

7.3.5 SBC-AMERITECH expects that all networks involved in Transit Traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part (**"TCAP"**) message to facilitate full interoperability and billing functions and, to the extent such CCIS and TCAP messages are delivered by the originating third-party LEC or CMRS provider, SBC-AMERITECH will deliver such information to the terminating third-party LEC or CMRS provider. In all cases, AT&T is responsible to follow the Exchange Message Record (**"EMR"**) standard and exchange records with both SBC-AMERITECH and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

7.3.6 For purposes of this Section 7.3, SBC-AMERITECH agrees that it shall make available to AT&T, at AT&T's sole option, any transiting arrangement SBC-AMERITECH's offers to another LEC at the same rates, terms and conditions provided to such other LEC.

7.4 In the case of Switched Access services provided through either Party's access Tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access service customer will accept or pay for the traffic. Nor will either Party offer blocking capability for Switched Access traffic delivered to either Party's tandem for completion on either Party's network. Each Party agrees to furnish the other with a list of those IXCs that interconnect with the Party's tandems.

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. The Parties shall conduct compatibility and cooperative testing, and overflow, call volume and trunk utilization monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection in a manner that is mutually agreeable to the Parties. 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 **Article XXXII** (Performance Measurements).

ARTICLE IX
ACCESS TO UNBUNDLED NETWORK ELEMENTS -- SECTION 251(c)(3)

9.0 Unbundled Access – Section 251(c)(3).

9.1 Introduction Access to Network Elements. This Article IX, Unbundled Access – Section 251(c)(3), sets forth the terms and conditions pursuant to which SBC-AMERITECH agrees to furnish AT&T with access to Network Elements on an unbundled basis (**"UNEs"**) and the terms to which SBC-AMERITECH agrees to provide Combinations of Network Elements (**"UNE Combinations"** or **"Combinations"**). The terms and conditions included in this Article IX and its associated schedules related to Combinations are the result of an arbitration proceeding between the parties before the Michigan Public Service Commission (Case No. U-12465). Accordingly, the Parties agree that this Article IX and its associated schedules should be interpreted consistently with the MPSC's applicable orders in that proceeding, subject to this Agreement's provisions related to Intervening Law (**Article XXIX**). This acknowledgement by the Parties is not intended to limit, in any way, either Party's ability to argue that the MPSC's orders in Case No. U-12465 should be applied to other sections of this Agreement besides Article IX and its associated Schedules. Pursuant to the MPSC's orders, the Parties have attached to this Agreement an "Mi2A Amendment to the Interconnection Agreement under Section 271 of the Telecommunications Act of 1996 (Mi2A Amendment)" previously executed by the Parties, in relation to their April 4, 1997 interconnection agreement (**"Previous Agreement"**). Notwithstanding any provision of the Mi2A Amendment, the Previous Agreement has been terminated and is no longer in effect and, pursuant to Section 4.2 of the Mi2A Amendment, the initial and extension term(s) of the Mi2A Amendment will apply to this Agreement, which is a successor agreement, without extending the term of this Agreement if it terminates during the initial or extension term(s) of the Mi2A Amendment. AT&T 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 SBC-AMERITECH's network.

9.1.1 SBC-AMERITECH shall provide AT&T access to SBC-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. SBC-AMERITECH shall provide AT&T the Network Elements on an unbundled basis and Combinations of unbundled Network Elements, in accordance with its obligations as required by the Act, the applicable FCC rules and other Orders and applicable laws. The specific terms and conditions that apply to the unbundled Network Elements to be provided on an unbundled basis and Combinations are described below and in the Schedules attached hereto. Prices for unbundled Network Elements and Combinations are set forth on the **Pricing Schedule** of this Agreement. For preexisting or already assembled UNEs requested in combination, SBC-AMERITECH will apply the non-recurring and recurring charges applicable to the elements included in the combination, and the applicable service order charges as specified on the **Pricing Schedule.**

9.1.2 SBC-AMERITECH shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually**,** and in any technically feasible combination with any other Network Element, service or functionality. In no event shall SBC-AMERITECH require AT&T to purchase any unbundled Network Element in conjunction with any other service or element. AT&T may use UNEs to provide Telecommunications Services to End Users to whom it also provides local exchange service. However, nothing in this Agreement should be interpreted to preclude AT&T from using UNEs to provide any Telecommunications Service to its End Users. SBC AMERITECH shall place no other use restrictions or other limiting conditions on Network Elements and Combinations purchased by AT&T under the terms of this Agreement. Notwithstanding anything to the contrary in this Article IX, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis beyond those identified in 47 C.F.R. § 51.319 to AT&T if:

(1) The Commission concludes that:

(A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to AT&T on an unbundled basis; and

(B) AT&T could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SBC-AMERITECH's network; or

(2) The Commission concludes that the failure of SBC-AMERITECH to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service AT&T seeks to offer, compared with providing that service over other unbundled Network Elements in SBC-AMERITECH's network.

9.1.3 SBC-AMERITECH shall connect AT&T's facilities with SBC-AMERITECH's network at any technically feasible point for access to UNEs for the provision by AT&T of a Telecommunications Service consistent with the provisions of the Act and the applicable FCC rules.

9.2 Network Elements.

9.2.1 SBC-AMERITECH shall provide AT&T access to Network Elements on an unbundled basis (and combinations of Network Elements as set forth in Section 9.3 of this Article) at rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act and applicable FCC Orders and other applicable laws.

9.2.2 SBC-AMERITECH will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T or to AT&T by SBC-AMERITECH or third parties with each of SBC-AMERITECH's unbundled Network Elements or Combinations at any technically feasible point designated by AT&T. Any request by AT&T to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of unbundled Network Elements and Combinations under the following provisions of this Article IX and **Schedules 9.2.1** through **9.2.9**), or (ii) under any arrangement SBC-AMERITECH may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth on **Schedule 2.2** of this Agreement.

9.2.3 At such time that AT&T provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, AT&T, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Bell Communications Research (**"Bellcore"**) and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides AT&T, within five (5) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in **Article XXVIII** of this Agreement. Unless otherwise specified, any references to DS-1 in this Article IX shall mean, at AT&T's option, either DS-1 AMI or xDSL facility.

9.2.4 AT&T may use one or more Unbundled Network Elements or Combinations to provide to AT&T Customers any feature, function, capability or service option that such Network Element provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

9.2.5 For each Network Element ordered individually, SBC-AMERITECH shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where SBC-AMERITECH provides a Combination of contiguous SBC-AMERITECH Network Elements to AT&T, SBC-AMERITECH will provide the existing interconnections and no demarcation shall exist between such contiguous SBC-AMERITECH Network Elements. SBC-AMERITECH will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis. However, AT&T may request and, to the extent required by law, SBC-AMERITECH shall agree to provide UNEs, through the Bona Fide Request (**"BFR"**) process as set forth on **Schedule 2.2** of this Agreement.

9.2.6 When an existing service employed by AT&T is replaced with a combination(s) of Network Elements (including a combination of Network Elements), SBC-AMERITECH will not physically disconnect or separate in any other fashion equipment and facilities employed to provide the service(s) unless requested by AT&T. Charges for such transitioning of an existing service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth on the **Pricing Schedule**.

9.2.7 This Section includes a list of the initial set of Network Elements to be provided on an unbundled basis and associated ancillary equipment that AT&T and SBC-AMERITECH have identified as of the Effective Date of this Agreement. These Network Elements are described in detail in the Schedules Attached hereto. AT&T and SBC-AMERITECH agree that the Network Elements identified in this Article IX are not exclusive and that pursuant to the Bona Fide Request process AT&T may identify and request that SBC-AMERITECH furnish additional or revised Network Elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a Network Element herein shall not constitute a waiver by AT&T to obtain a Network Element subsequently defined by the FCC or by the state commission. The Network Elements to be provided on an unbundled basis include the following:

9.2.7.1 Loop;

9.2.7.2 Dark Fiber;

9.2.7.3 Network Interface Device;

9.2.7.4 Subloop;

9.2.7.5 Local Switching, including tandem switching and packet switching, as provided in **Schedule 9.2.6**;

9.2.7.6 Interoffice Transmission Facilities, including Dedicated, and Shared Transport;

9.2.7.7 Signaling Links and Call-Related Databases;

9.2.7.8 Operations Support Systems (**"OSS"**) (see **Article XXXIII**).

9.2.7.9 Operator Services, Directory Assistance and Directory Assistance Data

9.3 Combination of Network Elements.

9.3.1 SBC-AMERITECH shall provide Network Elements to AT&T in a manner that shall allow AT&T to combine such Network Elements (a **"Combination"**) in order to provide a Telecommunications Service.

9.3.1.1 In addition to the Combinations of Network Elements furnished by SBC-AMERITECH to AT&T hereunder (Section 9.3), SBC-AMERITECH shall permit AT&T to combine any Network Element or Network Elements provided by SBC-AMERITECH with another Network Element or other Network Elements obtained from SBC-AMERITECH or combine with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T Customers. Notwithstanding the foregoing, without additional components furnished by AT&T to itself or through third parties, AT&T shall be permitted to combine Network Elements made available by SBC-AMERITECH with other contiguous SBC-AMERITECH Network Elements.

9.3.2 Except upon the request of AT&T, SBC-AMERITECH shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

9.3.2.1 When AT&T orders Network Elements on an unbundled basis or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Network Elements. There shall be no charge for such interconnection. In addition, SBC-AMERITECH shall allow AT&T to order any Network Element or Combination that is ordinarily combined in SBC-AMERITECH's network. Charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be limited to SBC-AMERITECH's total element long-run incremental costs related to the records changes needed to account for AT&T's continuing purchase of the functionality in the form of Network Elements pursuant to this Agreement, as set forth on the **Pricing Schedule** to this Agreement, and should not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.

9.3.2.2 Where SBC-AMERITECH retail Customers simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for AT&T to collocate equipment in SBC-AMERITECH Central Offices to connect the unbundled Network Element. If shared Network Elements are used, SBC-AMERITECH will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.2.3 For the UNE-Platform set forth in **Schedule 9.3**, SBC-AMERITECH shall establish an unbundled network element infrastructure to support the ordering of local service utilizing SBC-AMERITECH's, loops with NIDs, switching and shared transport.

9.3.2.4 The "customer service" UNE-P order shall request that SBC-AMERITECH provide a loop with NID, and vertical switching features for a specific AT&T local customer. The order shall include all customer specific custom calling and blocking features, along with directory listing information.

9.3.2.5 Additional details regarding the UNE-P are found on **Schedule 9.3**, attached hereto.

9.3.3 Upon AT&T's request, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements in any manner, even if those elements are not ordinarily combined in SBC-AMERITECH's network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC-AMERITECH's network. In addition, upon a request of AT&T that is consistent with the above criteria, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.

9.3.4 When purchasing a Combination, AT&T will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of a Network Element provided on an unbundled basis as well as the quality of the access to such Network Element that SBC-AMERITECH provides to AT&T shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element that is to be provided on an unbundled basis, as well as the quality of the access to such Network Element, that SBC-AMERITECH provides to AT&T hereunder shall be at least equal in quality to that which SBC-AMERITECH provides to itself, its subsidiaries, Affiliates and any other person unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the Network Element requested by AT&T or access to such Network Element at a level of quality that is equal to that which SBC-AMERITECH provides to itself.

9.4.3 SBC-AMERITECH shall provide AT&T access to unbundled Network Elements and Operations Support Systems functions, including the time within which SBC-AMERITECH provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which SBC-AMERITECH provides such unbundled network elements to itself, its subsidiaries, Affiliates and any other person except as may be provided by the Commission**.**

9.4.4 Upon the request of AT&T, SBC-AMERITECH shall provide to AT&T a Network Element and access to such Network Element that is different in quality to that required under Sections 9.4.2 and 9.4.3, unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by AT&T for SBC-AMERITECH to provide any Network Element or access thereto that is different in quality shall be made by AT&T in accordance with Section 9.6.

9.5 Provisioning of Network Elements.

9.5.1 SBC-AMERITECH shall provide AT&T unbundled Network Elements as set forth in this Article, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 SBC-AMERITECH shall provide AT&T access to the functionalities for SBC-AMERITECH's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements and UNE Combinations that AT&T purchases in accordance with **Article XXXIII** (OSS). Access to such functionalities for the Operations Support Systems functions shall be as provided in **Article XXXIII** (OSS).

9.5.3 Prior to submitting an order for a Network Element to be provided on an unbundled basis which replaces, in whole or in part, a service offered by SBC-AMERITECH or any other telecommunications provider for which SBC-AMERITECH changes a primary local exchange carrier, AT&T shall comply with the requirements of **Section10.11.1** of **Article X.**

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9.5.8 Unless the Parties negotiate another arrangement, when a SBC-AMERITECH provided tariffed or resold service is replaced by AT&T's facility based service using any SBC-AMERITECH provided UNE(s), AT&T shall issue appropriate

service requests, to both disconnect the existing service and connect new service to AT&T's End User. These requests will be processed by SBC-AMERITECH, and AT&T will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-AMERITECH provided UNEs is converted to a different CLEC's service which also uses any SBC-AMERITECH provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-AMERITECH and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

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9.5.10 Unbundled Network Elements may not be connected to or combined with SBC-AMERITECH access services or other SBC-AMERITECH tariffed service offerings with the exception of tariffed Collocation services where available.

9.6 Availability of Additional or Different Quality Network Elements. Any request by AT&T for access to a Network Element on an unbundled basis or a Combination or a standard of quality thereof 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 AT&T of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

9.7 Pricing of Unbundled Network Elements and Combination. SBC-AMERITECH shall charge AT&T the Commission Approved (TELRIC based) 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 on the **Pricing Schedule**. If the Commission has not approved a TELRIC rate for a particular Network Element to be provided on an unbundled basis or Combination of Network Elements, SBC-AMERITECH shall establish an interim rate using a methodology consistent with Section 252(d) of the Act. Once the Commission establishes a final TELRIC rate for that particular Network Element or combination of Network Elements to replace the interim rate established by SBC-AMERITECH, (or the Commission rejects the same) the Parties shall perform a "true-up". No other rates shall apply.

9.8 Billing. SBC-AMERITECH shall bill AT&T for access to unbundled Network Elements and Combinations pursuant to the requirements contained in **Article XXVII** of this Agreement.

9.9 Maintenance of Unbundled Network Elements. SBC-AMERITECH shall provide maintenance of Loops and Combinations that include Loops as set forth in **Article XXXIII** (OSS).

9.10 Standards of Performance. SBC-AMERITECH shall provide to AT&T access to unbundled Network Elements: (i) in accordance with Section 9.4 as determined by this Section 9.10 (including any Combinations, service levels and intervals that may be requested by AT&T and agreed upon by the Parties pursuant to a Bona Fide Request), and (ii) as required by the Performance Standards set forth in **Article XXXII** (Performance Standards, Measurements and Penalties). Upon 30 days written notice, SBC-AMERITECH may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, AT&T orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-AMERITECH places on itself for orders from its customers.

9.11 Access to UNE Connection Methods. SBC-AMERITECH will provide access to Network Elements on an unbundled basis and Combinations of Network Elements at any technically feasible point including at any point set forth in **Article XII** (Collocation).

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9.15 Maintenance of Elements.

9.15.1 If trouble occurs with unbundled Network Elements provided by SBC-AMERITECH, AT&T will first determine whether the trouble is in AT&T's own equipment and/or facilities or those of the End User. If AT&T determines the trouble is in SBC-AMERITECH's equipment and/or facilities, AT&T will issue a trouble report to SBC-AMERITECH.

9.15.2 AT&T shall pay Time and Material charges (maintenance of service charges/additional labor charges) when AT&T reports a suspected failure of a Network Element and SBC-AMERITECH dispatches personnel to the End User's premises or a SBC-AMERITECH Central Office and trouble was not caused by SBC-AMERITECH's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.15.3 AT&T shall pay Time and Material charges when SBC-AMERITECH dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-AMERITECH or in detariffed CPE provided by SBC-AMERITECH, unless covered under a separate maintenance agreement.

9.15.4 AT&T shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

9.15.5 If AT&T issues a trouble report allowing SBC-AMERITECH access to the End User's premises and SBC-AMERITECH personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-AMERITECH personnel are dispatched. Subsequently, if SBC-AMERITECH personnel are allowed access to the premises, these charges will still apply.

9.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-AMERITECH performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-AMERITECH performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-AMERITECH performed other than on a normally scheduled workday.

9.15.7 If AT&T requests or approves a SBC-AMERITECH technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, AT&T will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.16 Reconfiguration.

9.16.1 SBC-AMERITECH will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the FCC Order Clarifying Supplemental Order released June 2, 2000, both released *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).

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

10.0 Resale at Wholesale Rates – Section 251(c)(4).

10.1 Telecommunications Services Available for Resale at Wholesale Rates. Commencing on the date on which the Commission approves this Agreement, at the request of AT&T, SBC-AMERITECH will make available to AT&T for resale at wholesale rates those Telecommunications Services that SBC-AMERITECH provides, or may hereafter provide, at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, SBC-AMERITECH will make available to AT&T for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the **"Resale Services"**).

(i) Local Service - Residence, as described in the applicable tariff;

(ii) Local Service - Business, as described in the applicable tariff;

(iii) Message Toll Service, as described in the applicable tariff;

(iv) PBX Trunk, as described in the applicable tariff;

(v) ISDN Direct Service, as described in the applicable tariff;

(vi) ISDN Prime Services, as described in the applicable tariff;

(vii) SBC-AMERITECH Centrex Service, as described in the applicable tariff;

(viii) Dedicated Communications Services, as described in the applicable tariff;

(ix) Inbound Services, as described in the applicable tariff;

(x) Customer Owned Pay Telephone Services, as described in the applicable tariff;

(xi) Advanced Intelligent Network, as described in the applicable tariff;

(xii) Promotions, as described in the applicable tariff, and or according to federal and/or state commission requirements;

(xiii) Optional calling plans, as described in the applicable tariff, and

(xiv) Special pricing plans, as described in the applicable tariff.

All SBC-AMERITECH services or offerings which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described. The Resale Services shall be made available to AT&T at the wholesale rates set forth on the **Pricing Schedule**. All Telecommunications Services shall be available to AT&T at wholesale rates and on terms no less favorable than those SBC-AMERITECH makes available to its End Users.

10.2 Other Services. SBC-AMERITECH may, at its sole discretion, and as agreed to by AT&T, make available to AT&T under this Agreement services other than Telecommunications Services 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 Any Telecommunications Services which SBC-AMERITECH offers to existing retail subscribers, but not to new subscribers (**"Grandfathered Services"**), may be revised or supplemented from time to time to include those additional services that SBC-AMERITECH may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. SBC-AMERITECH agrees to make Grandfathered Services available to AT&T for resale to any Customer of SBC-AMERITECH that subscribes to a Grandfathered Service from SBC-AMERITECH at the time of its selection of AT&T as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by SBC-AMERITECH, SBC-AMERITECH agrees to continue to sell such Grandfathered Service (subject to the terms of Section 10.3.2) to AT&T for resale to AT&T's Customers that subscribe to such Grandfathered Service at the time it is so classified by SBC-AMERITECH. Grandfathered Services shall be made available to AT&T at wholesale rates determined in accordance with the Act. To the extent that SBC-AMERITECH is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each AT&T Resale Customer is provided such Grandfathered Service, SBC-AMERITECH shall retroactively apply such wholesale rate as a credit to AT&T and will bill such service to AT&T from its retail billing systems.

10.3.2 Any Telecommunication Services which SBC-AMERITECH currently intends to discontinue offering to any retail subscriber (**"Sunsetted Services"**) may be revised or supplemented from time to time to include those additional Telecommunications Services that SBC-AMERITECH may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. SBC-AMERITECH agrees to make Sunsetted Services available to AT&T for resale to AT&T's Customers who are subscribers to the Sunsetted Service either from SBC-AMERITECH or AT&T at the time so classified

(subject to the provisions of Section 10.3.1 if such Sunsetted Service was previously classified as a Grandfathered Service) until the date such service is discontinued.

10.4 Additional Charges for Resale Services. In addition to the rates set forth on the **Pricing Schedule**, AT&T shall pay SBC-AMERITECH: (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by AT&T, including initial non-recurring charges, and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section Article 4.

10.5 Restrictions on Resale Services.

10.5.1 To the extent provided by Applicable Law, including the Michigan Telecommunications Act, AT&T 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 SBC-AMERITECH.

10.5.2 SBC-AMERITECH shall not be required to provide to AT&T Resale Services offered at a special 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 SBC-AMERITECH to provide to AT&T promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

10.5.4 Unless permitted by the Commission or FCC after the Effective Date, AT&T shall not utilize Resale Services to avoid applicable access charges.

10.5.5 SBC-AMERITECH services are not available at wholesale rates to AT&T for its own use or for the use of any of AT&T's Affiliates and/or subsidiaries or the use of AT&T's parent or any affiliate and/or subsidiary of AT&T's parent company, if any.

10.5.6 SBC-AMERITECH may impose additional restrictions on AT&T's sale of Resale Services only as permitted by the Act, Commission and the FCC.

10.6 New Resale Services; Changes in Provision of Resale Services.

10.6.1. SBC-AMERITECH agrees to notify AT&T of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who

are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change except that if the change requires system modifications or changes, the requested changes may not be implemented until AT&T is able to order and provision the changed service. Any change requiring system changes must be implemented consistent with the requirements in **Article XXXIII** (Operational Support Systems). Changes to terms and conditions contained in a contract between SBC-AMERITECH and one of its End Users shall be disclosed immediately upon signing any amendment to that contract. The notification given pursuant to this Article will not be used by either Party to market its offering of such changed services externally in advance of SBC-AMERITECH's filing of any such changes.

10.6.2 SBC-AMERITECH agrees to notify AT&T of proposed price changes at least forty-five (45) days prior to the effective date of any such price change, or coincident with the filing of such change with Commission, whichever is earlier.

10.6.3 SBC-AMERITECH communicates official information to AT&T via its TCNet notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

10.7 Operations Support Systems Functions. SBC-AMERITECH shall provide AT&T nondiscriminatory access to SBC-AMERITECH's Operations Support Systems functions as provided in **Article XXXIII** (Operational Support Systems).

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 SBC-AMERITECH shall provide to AT&T, for Resale, Resale Services that are equal in quality and subject to the same conditions as those that apply when SBC-AMERITECH provides these services to others, including its own End Users.

10.8.2 Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality and subject to the same conditions as those that apply when SBC-AMERITECH provides these services and functions to others, including its own End Users.

10.8.3 SBC-AMERITECH shall provision Resale Services with the same timeliness and subject to the same conditions as those that apply when SBC-AMERITECH provides these services to others, including its own End Users. However, nothing in this Section 10.8.3 shall increase any obligation assigned to SBC-AMERITECH in **Article XXXII** (Performance Measurements) or **Article XXXIII** (Operational Support Systems).

10.9 Standards of Performance. SBC-AMERITECH shall provide AT&T Resale Services in accordance with the Standards of Performance in **Article XXXII** (Performance Measurements).

10.9.1 AT&T shall be entitled to any Credit Allowances pursuant to the same terms and conditions that SBC-AMERITECH offers Credit Allowances to its retail Customers, including those described on **Schedule 10.9.1**.

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, SBC-AMERITECH shall rebrand or unbrand such features of such offered Resale Service as requested by AT&T for AT&T's Customers, unless SBC-AMERITECH places a restriction on such rebranding or unbranding that is approved by the Commission as reasonable and nondiscriminatory, such as proving that SBC-AMERITECH lacks the capability to comply with such rebranding or unbranding request.

10.10.2 SBC-AMERITECH shall make available to AT&T, upon AT&T's request, the ability to route:

(i) Local Directory Assistance calls dialed by AT&T's Customers directly to AT&T Directory Assistance Services platform, to the extent such routing is technically feasible. SBC-AMERITECH must convert all AT&T local customer dialed "411" and 555-1212 Directory Assistance calls to an AT&T designated telephone number (i.e., xxx-xxx-xxxx) prior to delivery to the AT&T network. For calls dialed within an 1AESS, unconverted 411 dialed calls will be placed on AT&T's existing Operator Service trunk groups. At AT&T's option, SBC-AMERITECH shall route Directory Assistance dialed via (NPA) 555-1212 by AT&T Customers directly to the AT&T network.

(ii) Local Operator Services calls (0+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services platform. Such traffic shall be routed over trunk groups between SBC-AMERITECH End Offices and the AT&T Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

(iii) Repair calls (e.g., 611) dialed by AT&T Customers directly to the AT&T repair center.

To the extent technically feasible, all direct routing capabilities described in this Section 10.10.2 shall permit AT&T Customers to dial the same telephone numbers for AT&T Directory Assistance and Local Operator Service that similarly situated SBC-AMERITECH Customers dial for reaching equivalent SBC-AMERITECH services.

10.10.3 AT&T shall not, without SBC-AMERITECH's prior written consent, offer any Resale Service to any Customer under any brand name, trademarks, service marks, trade names, logos, insignia, symbols or decorative designs of SBC-AMERITECH, its subsidiaries or its Affiliates, nor shall AT&T state or imply that there is any joint business association or any similar arrangement with SBC-AMERITECH in the provision of Resale Service to AT&T's Customers, except to the extent AT&T deems it necessary to advise its Customers that SBC-AMERITECH's personnel will perform work on behalf of AT&T under this Agreement.

10.10.4 In those instances where AT&T requires SBC-AMERITECH personnel to interface directly with AT&T Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as SBC-AMERITECH's employees representing AT&T.

10.10.5 Any "no access" cards and time and materials invoices furnished during service calls by SBC-AMERITECH personnel to AT&T Customers shall be available to AT&T for review and shall bear no corporate name, logo or trademark.

10.10.6 In no event shall SBC-AMERITECH personnel acting on behalf of AT&T pursuant to this Agreement provide information to any existing AT&T Customer about SBC-AMERITECH products or services.

10.10.7 AT&T shall pay SBC-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 under this Section 10.10**.**

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier (**"LEC"**). SBC-AMERITECH shall not require a disconnect order from an AT&T Customer, or another LEC, in order to process an AT&T order for Resale Service for an AT&T Customer.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary LECs by the Customers of a Party, the following dispute escalation procedures shall be followed:

(a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (**"Unauthorized Switching"**), SBC-AMERITECH shall switch that Customer back to AT&T in accordance with the terms of Michigan Bell Telephone Company Tariff, MPSC #20R, Part 22 (Resale Local Exchange Services) (the **"Resale Tariff"**). However, in the case of unauthorized changes of AT&T Customers to SBC-AMERITECH, SBC-

AMERITECH shall also have the duties of the "Carrier" as enumerated in such Resale Tariff, but will pay the $50 compensation, described in the Resale Tariff, to AT&T.

On January 10, 2000, the Commission issued an order in Case No. U-11900 adopting revised procedures for changing telecommunications service providers (**"Anti-Slamming Procedures"**) to be followed by all telecommunications service providers operating in the State of Michigan.

The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary LECs and primary Interexchange Carriers.

(b) If SBC-AMERITECH reports or otherwise provides information on unauthorized primary LEC changes to the FCC, the Commission or any other governmental entity, SBC-AMERITECH agrees to report on AT&T unauthorized primary LEC changes separately from unauthorized presubscribed interexchange carrier (**"PIC"**) changes.

(c) The Parties agree that in the event the Resale Tariff is withdrawn by SBC-AMERITECH or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in **Section 28.3** will be implemented.

10.11.3 When SBC-AMERITECH receives an order for Resale Service from AT&T for AT&T's Customer, and SBC-AMERITECH currently provides resale local exchange telecommunications services to another carrier (**"Carrier of Record"**) for the same Customer, SBC-AMERITECH shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and AT&T to resolve any issues related to that Customer. AT&T agrees to indemnify and hold SBC-AMERITECH harmless against any and all Losses that may result from SBC-AMERITECH acting under this Section 10.11.3.

10.11.4 When notified by AT&T via the Local Service Request (**"LSR"**) that an End User desires to change its PIC selection or local service provider (**"LPIC"**) selection from one carrier to another carrier, SBC-AMERITECH shall provision the PIC/LPIC change. SBC-AMERITECH will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

10.12 Requirements for Specific Services.

10.12.1 CENTREX Requirements. SBC-AMERITECH agrees that AT&T may elect to resell SBC-AMERITECH CENTREX service at any time during the term of this Agreement. The terms under which AT&T will resell CENTREX will be negotiated by the Parties at the time AT&T elects to resell CENTREX. Any dispute arising from the Parties' negotiation of the terms under which AT&T will resell CENTREX will be resolved pursuant to **Article XXVIII** of this Agreement.

10.12.2 CLASS and Custom Features Requirements. AT&T may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

10.12.3 Customer Specific Pricing Agreements (**"CSPAs"**). AT&T may purchase any SBC-AMERITECH Customer-specific service offering for resale to any Customer who would have been eligible to take such offering directly from SBC-AMERITECH. Where AT&T and SBC-AMERITECH are competing at retail for the same Customer, both the retail price and the associated wholesale discount shall be calculated by SBC-AMERITECH without unreasonable delay. SBC-AMERITECH shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding AT&T's request or other competitively sensitive information.

10.12.4 Inside Wire Maintenance Service. AT&T may enter into a separate agreement with SBC-AMERITECH to purchase SBC-AMERITECH Inside Wire Maintenance Service for use with AT&T customers.

10.12.5 Voice Mail Functionality. Where available to SBC-AMERITECH's End Users, SBC-AMERITECH shall provide all voice mail functionality including the feature capabilities specified below, under whatever product name SBC-AMERITECH may use to identify those capabilities, in order to allow for voice mail services:

Simple Message Desk Interface – Enhanced (**"SMDI-E"**)
Simple Message Desk Interface (**"SMDI"**)
Foreign Exchange (**"FX"**) Interconnect Lines (DSO and T1) with Multi-Line Hunt Groups (**"MLHG"**), DID
Message Waiting Indicator ("**MWI**") stutter dialtone and message waiting light feature capabilities
Call Forward on Busy (**"CF/B"**)
Call Forward Don't Answer (**"CF/DA"**)

10.12.6 Blocking Service. Upon AT&T's request, SBC-AMERITECH shall provide call blocking service (including, but not limited to, 700, 900, and 976 services individually or in any combination upon request, bill to third party and collect calls) to

AT&T on a line, trunk, or individual service basis at parity with what SBC-AMERITECH provides its End Users.

10.12.7 Advanced Intelligent Network. AT&T may purchase those Advanced Intelligent Network (**"AIN"**) features or functions that SBC-AMERITECH offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.

(i) All service levels, features and function components of AIN provided by SBC-AMERITECH and offered for resale by AT&T will be provided by SBC-AMERITECH at parity with the same services SBC-AMERITECH offers to its own Customers.

(ii) AT&T may purchase any and all levels of AIN service for Resale Services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

10.13 Functionality Required To Support Resale Service.

10.13.1 Directory Listing Requirements. SBC-AMERITECH shall make available to AT&T for AT&T Customers directory listings in accordance with the provisions of **Article XV**.

10.13.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to AT&T's service, SBC-AMERITECH will remove any SBC-AMERITECH-assigned telephone line calling card number (including area code) (**"TLN"**) from the Line Identification Database (**"LIDB"**).

10.13.3 Special Needs Services.

10.13.3.1 AT&T will adhere to all applicable state regulation and law in the provision of special needs service to its Resale Services customers. As used herein, the term **"Special Needs Services"** means services for the physically disabled where the disability is related to vision, speech, hearing or motion.

10.13.3.2 If an existing SBC-AMERITECH customer is certified as eligible for Special Needs Services, the Customer Service Record information that SBC-AMERITECH provides to AT&T when AT&T acquires that customer will include an indicator which identifies the Customer's eligibility for Special Needs Services.

10.13.3.3 AT&T is responsible for determining its Customers' eligibility for Special Needs Services and for certifying and recertifying eligible Customers, subject to applicable state regulation and law, including obtaining and retaining documentary evidence of eligibility.

10.13.3.4 For usage by an AT&T Customer of a Telephone Relay Service, SBC-AMERITECH will provide AT&T with all billing information furnished to SBC-AMERITECH by the provider of the Telephone Relay Service.

10.13.4 Telephone Assistance Programs.

10.13.4.1 AT&T will adhere to all applicable regulation and law in the administration of Telephone Assistance Programs for its Customers.

10.13.4.2 If an existing SBC-AMERITECH Customer is certified as eligible for Telephone Assistance Programs, for example LifeLine or Link-Up services, the Customer Service Record information that SBC-AMERITECH provides to AT&T when AT&T acquires that Customer will include an indicator which identifies the Customer's eligibility for a Telephone Assistance Program.

10.13.4.3 AT&T is responsible for determining its Customers' eligibility for Telephone Assistance Programs, and for certifying and recertifying eligible Customers, as required by applicable state regulation and law, including obtaining and retaining documentary evidence of eligibility.

10.13.5 911 Services. SBC-AMERITECH shall provide to AT&T, for AT&T Customers, 911 call routing to the appropriate PSAP. SBC-AMERITECH shall provide AT&T Customer Information to the PSAP. For purposes of this Article X, SBC-AMERITECH shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the AT&T Customer service information in the ALI/DMS (**"Automatic Location Identification/Data Management System"**) used to support 911 Services. When requested by SBC-AMERITECH, AT&T shall provide SBC-AMERITECH with accurate and complete information regarding AT&T's End Users in a format and timeframe prescribed by SBC-AMERITECH for purposes of E911 Administration.

10.13.5.1 SBC-AMERITECH shall provide access to the following services where SBC-AMERITECH is the underlying 911 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 911 calling.

(ii) Basic 911 service (where available) provides for routing all 911 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 911 (**"E911"**) service, which provides additional features to Basic 911 service, such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both AT&T and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 911 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.13.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Article VI**.

10.14 Service Functions.

10.14.1 Point of Contact for Resale Purchase Customer.

(a) Primary Point of Contact. Except as otherwise provided in this Agreement, AT&T shall be the primary point of contact for all AT&T Customers.

(b) Service Referrals. SBC-AMERITECH shall ensure that SBC-AMERITECH repair representatives who receive repair inquiries from AT&T users regarding AT&T services refer such inquiries to AT&T at a telephone number provided by AT&T.

For all other inquiries regarding services identified as being provided by AT&T, SBC-AMERITECH shall use its best efforts to ensure that SBC-AMERITECH representatives advise the inquiring party to contact AT&T. Further, SBC-AMERITECH shall use its best efforts to ensure that SBC-AMERITECH representatives who receive repair calls or inquiries regarding AT&T services do not in any way disparage or discriminate against AT&T, its products or services and do not provide information about SBC-AMERITECH products or services.

(c) Customer Contact Employee Training. SBC-AMERITECH shall provide training for all its employees who may communicate, either by telephone or face-to-face, with AT&T Customers to assure that the requirements of this Agreement are met. Such training shall utilize training materials provided by AT&T, and shall include compliance with the branding requirements of this Agreement. Furthermore, the same quality standards that SBC-AMERITECH requires of its employees when contacting an SBC-AMERITECH Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with AT&T Customers.

10.14.2 Operations Support Systems Functions.

(a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. SBC-AMERITECH shall provide a real time electronic interface (**"EI"**) for transferring and receiving Service Orders and Provisioning data as described in **Article XXXIII** (Operational Support Systems).

(b) Provisioning Support.

(i) After receipt and acceptance of a Service Order, SBC-AMERITECH shall provision such Service Order in accordance with the Intervals established in **Article XXXII** (Performance Measurements).

(ii) SBC-AMERITECH shall provide AT&T with service status notices (Firm Order Commitments, Order Completion Notices) within intervals established in **Article XXXII** (Performance Measurements).

(iii) SBC-AMERITECH shall provide provisioning support to AT&T for Resale Services on the same basis SBC-AMERITECH provides that provisioning support to its retail Customers. Provisioning support for Resale Services may be expanded as mutually agreed by the Parties.

(iv) SBC-AMERITECH shall provide AT&T with the capability to have AT&T's Resale Customer orders input to and accepted by SBC-AMERITECH's Service Order systems outside of normal business hours in parity with the way SBC-AMERITECH's Customer orders received outside of normal business hours are input and accepted.

(c) Engineering Support. When requested by AT&T, SBC-AMERITECH shall provide timely engineering support.

(d) Requests for Service Changes. Where SBC-AMERITECH provides installation, SBC-AMERITECH's representatives shall inform an AT&T Customer to contact AT&T if such Customer requests a service change at the time of installation.

(e) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, SBC-AMERITECH may not initiate any disconnect, suspension or termination of an AT&T Customer's Resale Service, unless directed to do so by AT&T by transmission of a

Service Order or SBC-AMERITECH's receipt of proper authorization to change such Customer's primary LEC to a carrier other than AT&T.

(f) SBC-AMERITECH will provide to AT&T the electronic listing of AT&T Customers who change their local carrier, as specified in **Article XXXIII** (Operational Support Systems).

10.14.3 Operations Support Systems Functions–Maintenance. Maintenance will be provided by SBC-AMERITECH in accordance with the service parity requirements set forth in **Article XXXII** (Performance Measurements).

10.15 Responsibilities of AT&T.

10.15.1 AT&T shall be responsible for providing to its Customers and to SBC-AMERITECH a telephone number or numbers that AT&T's Customers can use to contact AT&T in the event of service or repair requests. If AT&T's Customers contact SBC-AMERITECH with regard to such requests, SBC-AMERITECH shall inform such Customers that they should call AT&T and will provide AT&T's contact numbers to such Customers. At AT&T's request, SBC-AMERITECH shall provide a "warm" transfer to AT&T of calls it receives from AT&T's Customers for service or repair requests at the rates set forth on the **Pricing Schedule**.

10.16 Intentionally left blank.

10.17 Exchange of Billing Information.

10.17.1 SBC-AMERITECH shall provide to AT&T the Customer Usage Data recorded by SBC-AMERITECH. Such data shall include complete AT&T Customer Usage Data for Resold Service, in accordance with the terms and conditions set forth in **Article XXVII** (Billing).

10.17.2 Interexchange call detail forwarded to SBC-AMERITECH for billing, which would otherwise be processed by SBC-AMERITECH, will be returned to the IXC and will not be passed through to AT&T. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account.

If AT&T does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. AT&T will have no obligation to bill and collect from AT&T's Customers the Information Service provider's charges, unless a separate billing and collection agreement is signed with either SBC-AMERITECH or the Information Services provider. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when SBC-AMERITECH records the message. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC. If AT&T does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900 or 976) calls placed by its Resale customers, it must order the appropriate blocking for lines

provided under this Agreement and pay any applicable charges. It is the responsibility of AT&T to order the appropriate toll restriction or blocking on lines resold to End Users. AT&T acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion and that some calls may bypass blocking systems. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. AT&T 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.

10.17.3 AT&T shall be responsible for providing all billing information to its Customers who purchase Resale Services from AT&T.

10.17.4 SBC-AMERITECH shall bill AT&T for Resale Services provided by SBC-AMERITECH to AT&T pursuant to the provisions of **Article XXVII**. SBC-AMERITECH shall recognize AT&T as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to AT&T unless AT&T specifically requests otherwise. The bill will include sufficient data to enable AT&T to: (i) bill all charges to its Customers which are not included as Customer Usage Data, and (ii) reconcile the billed charges with the Customer Usage Data.

10.18 Use of Service.

10.18.1 AT&T, and not SBC-AMERITECH, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. SBC-AMERITECH may refuse to furnish or may disconnect Resale Services of AT&T or, as appropriate to AT&T's Customer, when:

(a) An order is issued by a court, 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 Service is prohibited by Applicable Law, or

(b) SBC-AMERITECH is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by SBC-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 10.18.1 shall apply only to the specific affected Resale Services.

10.18.2 Termination of Resale Service because of a use of service that does not comply with Applicable Law shall take place only after SBC-AMERITECH provides reasonable notice or as ordered by a court.

10.18.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. § 227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation 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.

10.18.4 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or SBC-AMERITECH's Customers.

10.18.5 If AT&T's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or SBC-AMERITECH or AT&T's Customers, AT&T shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

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

11.0 Notice of Changes – Section 251(c)(5).

11.1 Notice of Changes. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. SBC-AMERITECH agrees to comply with the Network Disclosure Rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. § 51.325 through § 51.335, as such rules may be amended from time to time (the **"Network Disclosure Rules"**).

In addition to notice of network changes required in Section 11.1, above, and in addition to notifying AT&T of changes in single points of contact and notice recipients pursuant to this Agreement, SBC-AMERITECH communicates information to CLECs via its TCNet notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues, hours of operation of SBC-AMERITECH centers, including LSC and LOC; closings of any such centers; holiday schedules of any such centers; and changes to processes of escalation relevant to CLEC orders, and billing questions.

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

12.0 Collocation – Section 251(c)(6).

12.1 Physical Collocation. SBC-AMERITECH shall provide to AT&T Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that SBC-AMERITECH will provide for Virtual Collocation of such equipment if SBC-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. SBC-AMERITECH shall provide AT&T Collocation only for the purpose of Interconnection or access to SBC-AMERITECH's Network Elements.

12.2 Virtual Collocation in Physical Collocation Space. Where AT&T is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, AT&T may elect to: (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practicable for technical reasons or because of space limitations, revert to Physical Collocation, in which case AT&T shall coordinate with SBC-AMERITECH for rearrangement of its transmission equipment and facilities, for which SBC-AMERITECH shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. Where AT&T is Virtually Collocated in a space which was initially prepared for Virtual Collocation, AT&T may elect to: (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms and conditions of this Agreement or, (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case AT&T shall coordinate the construction and rearrangement with SBC-AMERITECH of its transmission equipment and facilities for which AT&T shall pay SBC-AMERITECH at the rates set forth on the **Pricing Schedule**. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation. Collocation shall be made available to AT&T by SBC-AMERITECH on a basis that is at least equal in quality, price and priority that SBC-AMERITECH provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to AT&T under this Agreement shall be at parity to that which SBC-AMERITECH provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Eligible Equipment.

AT&T may Collocate equipment necessary for Interconnection, or access to SBC-AMERITECH's Network Elements including the following types of equipment:

(a) OLTM equipment,

(b) Multiplexers,

(c) Digital Cross-Connect Panels,

(d) Optical Cross-Connect Panels,

(e) Digital Loop Carrier,

(f) Data voice equipment,

(g) Equipment used to offer advanced services, including but not limited to DSLAMs and Routers,

(h) Remote switch modules and optical remote units, and

(i) Any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. § 64.1401 and § 64.1402.

AT&T may Collocate equipment necessary for Interconnection or access to unbundled Network Elements, which shall include equipment used for signal regeneration (or "hubbing"). AT&T may provide its own BDFB or mini-BDFB. Where AT&T provides its own BDFB or mini-BDFB, AT&T shall provide its own power equipment and SBC-AMERITECH shall provide the power leads from its power source to the AT&T provided BDFB or mini-BDFB. All AT&T provided BDFBs or mini-BDFBs shall meet the TELCORDIA Network Equipment-Building System (**"NEBS"**) Level 1 safety standards. SBC-AMERITECH shall provide 200 amp and 100 amp power leads to the AT&T provided BDFBs and mini-BDFB as a standard option with standard provisioning intervals. AT&T may install in any Collocation space any equipment necessary for Interconnection with SBC-AMERITECH or access to SBC-AMERITECH's Network Elements that has met (i) TELCORDIA NEBS Level 1 safety standards and (ii) NEBS EMI emissions requirements, as stated in GR-1089-CORE. Any equipment type with a history of safe operation demonstrated by placement as network equipment in SBC-AMERITECH's network Premises prior to January 1, 1998, with no documented or known history of safety problems may be installed in SBC-AMERITECH's Central Offices. SBC-AMERITECH shall not impose or enforce any additional or separate safety standards more stringent than it imposes on its own equipment. SBC-AMERITECH has ten (10) Business Days from receipt of the application to accept the

equipment listed on the application. If SBC-AMERITECH denies Collocation of equipment designated by AT&T, citing safety standards, SBC-AMERITECH will provide within five (5) Business Days a list of all SBC-AMERITECH network equipment that SBC-AMERITECH has located at the Premises together with an affidavit attesting that SBC-AMERITECH's network equipment on such list meets or exceeds the safety standards that SBC-AMERITECH contends AT&T's equipment fails to meet. Additionally, AT&T shall be permitted to collocate for any purpose, or in any manner or method authorized by the Act, the Commission or the FCC.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from SBC-AMERITECH or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at SBC-AMERITECH's Premises.

12.7 Interconnection with other Collocated Carriers. Upon written request to SBC-AMERITECH, AT&T shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at SBC-AMERITECH's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities. AT&T shall not be required by SBC-AMERITECH to purchase a Cross-Connect to interconnect with the collocated equipment of other Telecommunication Carriers. AT&T may make this connection to another collocating Telecommunications Carrier so long as: (i) AT&T's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with SBC-AMERITECH or for access to SBC-AMERITECH's Network Elements, (ii) AT&T provides the connection between the equipment in the collocated spaces via a Cross-Connection or copper or optical connecting transmission facility that, at a minimum, complies in all respects with SBC-AMERITECH's technical and engineering requirements as identified in Section 12.5 and, (iii) the connecting transmission facilities of AT&T and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within SBC-AMERITECH's Premises. SBC-AMERITECH shall not impose on AT&T more stringent technical and engineering requirements than those SBC-AMERITECH imposes on its own equipment. SBC-AMERITECH shall not be authorized to dictate any terms or wording of any agreement which AT&T may enter into with any Competitive Local Exchange Carrier (**"CLEC"**) or other collocating entity.

12.8 Interconnection Points and Cables.

SBC-AMERITECH shall:

12.8.1 Provide AT&T an Interconnection Point or Points physically accessible by both SBC-AMERITECH and AT&T, at which the fiber optic cable carrying AT&T's circuits can enter SBC-AMERITECH's Premises; provided that SBC-AMERITECH

shall designate Interconnection Points as close as reasonably possible to SBC-AMERITECH's Premises;

12.8.2 Provide at least two (2) such Interconnection Points at SBC-AMERITECH's Premises at which there are at least two (2) entry points for AT&T's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.3 Permit AT&T Interconnection of copper or coaxial cable if AT&T proves to SBC-AMERITECH that using copper or coaxial cable would not interfere with other CLECs' or SBC-AMERITECH's retail operations;

12.8.4 Permit AT&T Physical Collocation of equipment associated with microwave entrance facilities to Collocation, to the same extent SBC-AMERITECH permits physical Collocation arrangements to itself, Affiliates or other Carriers. Where Physical Collocation of equipment associated with microwave entrance facilities to Collocation is not technically feasible, SBC-AMERITECH shall provide Virtual Collocation of such facilities as required where technically feasible; and

12.8.5 Permit AT&T to link its Collocation cages to its other Collocation cages located in the same Central Office without purchasing a cross-connect. If the cages are separated by other SBC-AMERITECH designated space, AT&T will be permitted to run cabling, limited only by SBC-AMERITECH's reasonable safety and network security requirements that it imposes on itself on SBC-AMERITECH provided and designated cabling racks.

12.9 Condominium Arrangements.

12.9.1 If AT&T is Collocated in SBC-AMERITECH's Premises, and such Premises are located in the same building as AT&T Affiliate's POP pursuant to a Condo Arrangement listed on **Schedule 16.10**, then SBC-AMERITECH shall, upon AT&T's submission of a service order, permit AT&T to interconnect its network with that of its Affiliate by connecting its equipment collocated in SBC-AMERITECH's Premises to its Affiliate's facilities located in such Affiliate's POP (such direct connection is referred to as a **"Condo Connection"**).

12.9.2 If AT&T orders a Condo Connection, such Condo Connection shall (i) be constructed by an SBC-AMERITECH approved vendor selected by and on behalf of AT&T, (ii) require AT&T to lease SBC-AMERITECH cable rack (or, if cable rack is not available within ninety (90) days after AT&T's order for a Condo Connection, AT&T may use conduit installed by AT&T) and/or, as applicable, riser space, to carry the connecting transport facility from AT&T's Collocated equipment to, as applicable, either the demarcation point between the SBC-AMERITECH Premises and the Affiliate's POP or the entry point into SBC-AMERITECH's Premises, (iii) traverse the path designated by SBC-AMERITECH (regardless of whether cable rack or conduit is used) and (iv) comply

in all material respects with the same technical and engineering requirements that SBC-AMERITECH imposes on its provision of functionally similar connecting facilities within its Premises.

12.9.3 AT&T may order a Condo Connection from SBC-AMERITECH concurrent with or at any time after its request for Collocation in SBC-AMERITECH's Premises. AT&T may, for diversity purposes, request that SBC-AMERITECH designate two (2) paths within the SBC-AMERITECH Premises for Condo Connections.

12.9.4 SBC-AMERITECH shall charge, and AT&T agrees to pay, the rates for Condo Connection set forth on the **Pricing Schedule**; provided, however, that AT&T shall be responsible for any extraordinary charges incurred by SBC-AMERITECH to effectuate such Condo Connection, in which case extraordinary charges shall apply on a time and materials basis. When AT&T requests two (2) diverse paths, each path shall be assessed a Project Management Fee and appropriate recurring fees.

12.9.5 SBC-AMERITECH represents that the rates applicable to Condo Connection have been established in accordance with Section 252(d) of the Act. However, the Commission has neither approved nor opined on the actual rates contained in this Agreement for Condo Connection (the **"CC Rates"**). SBC-AMERITECH shall bill and AT&T shall pay SBC-AMERITECH for Condo Connection(s) at the CC Rates set forth on the **Pricing Schedule**. Notwithstanding anything to the contrary in this Agreement, if during the Term the Commission establishes or approves in an applicable proceeding rates different than the CC Rates (the **"Final CC Rates"**), the Parties agree to substitute the existing CC Rates with the Final CC Rates and such Final CC Rates will apply on a prospective basis. In addition, the Parties shall retroactively "true-up" the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Final CC Rates originally applied in lieu of the CC Rates. In addition, nothing in this Agreement shall preclude AT&T, on its own motion, to request the Commission to establish or approve Final CC Rates.

12.9.6 If AT&T provisions a Condo Connection (i) SBC-AMERITECH will not accept any liability for the connecting transport facility or the connections unless damage to the connecting transport facility or connections is caused by the actions or inactions of SBC-AMERITECH, its Affiliates or SBC-AMERITECH's authorized agents acting on SBC-AMERITECH's behalf, (ii) SBC-AMERITECH will not inventory the connecting transport facility and, (iii) AT&T shall, in addition to its indemnity obligations set forth in **Article XXV**, indemnify SBC-AMERITECH for any Loss arising from AT&T's installation, use, maintenance or removal of such Condo Connection to the extent such Loss is caused by the actions or inactions of AT&T, its Affiliates or its agents.

12.9.7 When AT&T and SBC-AMERITECH are located in a "condo" building, AT&T shall be allowed to locate, in AT&T's Wire Center, equipment that normally would have been Collocated in SBC-AMERITECH's Wire Center to enable

AT&T to access SBC-AMERITECH's unbundled Network Elements. Such equipment will be connected to SBC-AMERITECH's unbundled Network Elements through a mid-span meet arrangement at the DS0, DS1, DS3, OC3, OC12, OC48 and where available, STS-1 rates, subject to any technical limitation on the distance between Wire Centers. AT&T will pay all costs (as defined in Section 252(d) of the Act) relating to any such mid-span meet arrangement and will also be responsible for the connection between AT&T's Wire Center and SBC-AMERITECH's facilities.

12.10 Allocation of Collocation.

12.10.1 AT&T may reserve Collocation space for its future use in SBC-AMERITECH's Premises in accordance with the provisions on **Schedule 12.9.1**. SBC-AMERITECH shall notify AT&T in writing if another Telecommunications Carrier requests Collocation space that is reserved by AT&T. AT&T shall within five (5) Business Days of receipt of such notice (i) provide SBC-AMERITECH written notice that AT&T relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions on **Schedule 12.9.1.** Failure of AT&T to respond to SBC-AMERITECH within the foregoing five (5) Business Day period shall be deemed an election by AT&T to relinquish such space.

12.10.2 SBC-AMERITECH shall not be required to lease or construct additional space in a Premises to provide AT&T Physical Collocation when existing space in such Premises has been exhausted. Upon request by the Commission or AT&T, SBC-AMERITECH will remove any obsolete and unused equipment at its Premises to make Collocation space available. To the extent allowed by applicable state law and as determined by state regulatory proceedings, SBC-AMERITECH will be permitted to recover cost of removal and/or relocation of such equipment if SBC-AMERITECH incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for Collocation (e.g. costs to expedite removal of equipment or store equipment for reuse).

12.10.3 AT&T will provide SBC-AMERITECH with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties. SBC-AMERITECH will attempt to deliver Collocation pursuant to AT&T's forecasts to the extent that Collocation space is then available.

12.10.4 SBC-AMERITECH shall respond to an AT&T application for Physical Collocation within ten (10) Business Days. In its response, SBC-AMERITECH shall state whether the requested space is available. In addition, SBC-AMERITECH shall provide a detailed price quotation of any extraordinary charges, if applicable. If SBC-AMERITECH denies AT&T's application for Physical Collocation, SBC-AMERITECH shall state with specificity in its response all of the reasons it is denying AT&T's request for Physical Collocation and specify any available alternative arrangements. If one of SBC-AMERITECH's specified reasons for denying AT&T's request for Physical Collocation is space exhaustion, SBC-AMERITECH will state in its response the most recent date on which the Central Office in question was reviewed with respect to any Telecommunications Carrier

by the Commission and certified as being space exhausted. If the Commission's review was conducted more than six (6) months previously, SBC-AMERITECH will state in its response that date, not less than ten (10) days, on which AT&T may conduct a walk-through of the Central Office in question.

12.11 Security Arrangements.

12.11.1 AT&T and SBC-AMERITECH agree that security is important for both companies to ensure their respective networks' reliability and security. SBC-AMERITECH may require that AT&T comply with reasonable security measures that SBC-AMERITECH uses for its own employees and contractors.

12.11.2 AT&T employees and contractors will receive the same level of security training which SBC-AMERITECH requires for its employees or contractors. Unless agreed to otherwise by AT&T, AT&T employees and contractors will receive security training from a vendor other than SBC-AMERITECH.

12.11.3 After the date Collocated space is made available to AT&T for occupancy (the **"Occupancy Date"**), AT&T will have access to its Physically Collocated equipment twenty-four (24) hours per day, seven (7) days per week. AT&T employees are not required to be accompanied by either a security escort or any other SBC-AMERITECH employee while on SBC-AMERITECH's Premises. AT&T employees will have immediate access to the facility and the AT&T equipment. SBC-AMERITECH cannot otherwise delay AT&T's entry onto SBC-AMERITECH property. AT&T authorized personnel will have access to health related facilities (e.g., bathrooms), as well as access to parking as it is available. AT&T employees and contractors, with proper identification, who have a work order or a open trouble ticket will be permitted access to AT&T Physically Collocated equipment within SBC-AMERITECH facilities, to the same extent SBC-AMERITECH employees are provided such access to the SBC-AMERITECH Central Office.

12.11.4 SBC-AMERITECH shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.

12.12 Publicly Available Information. SBC-AMERITECH will make information regarding its Collocation space available on its TCNet internet website. SBC-AMERITECH shall provide on its TCNet website the following information: (i) a list of all Central Offices where there is no more Physical Collocation and/or Virtual Collocation space available, and (ii) at least quarterly, a list of all equipment installed within the network area of its facilities that within the previous twelve (12) months (and updated as needed to keep it current) failed to meet the Level 1 safety requirements of TELCORDIA NEBS EMI guidelines.

12.13 Subcontractor and Vendor Approval. SBC-AMERITECH shall permit AT&T to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by SBC-AMERITECH which approval shall not be unreasonably withheld. Approval of such subcontractors and vendors by SBC-AMERITECH shall be based on the same criteria it uses in approving contractors for its own purposes. Upon request, SBC-AMERITECH will provide AT&T with the written policies used in determining whether or not a contractor will be approved. In addition, SBC-AMERITECH shall allow AT&T to have an SBC-AMERITECH-approved vendor install updates to collocated equipment, including software updates.

12.14 Collocation in Adjacent Facilities.

(a) When SBC-AMERITECH demonstrates that space is legitimately exhausted at a location, then SBC-AMERITECH will allow AT&T to collocate, on SBC-AMERITECH's property, by constructing an adjacent Controlled Environmental Vault (**"CEV"**) or similar structure normally used to house telecommunications equipment to the extent technically feasible and subject only to reasonable safety and maintenance requirements (**"Adjacent Collocation"**). SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until AT&T has secured and provided SBC-AMERITECH evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from any applicable local and/or state governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and if the land on which AT&T seeks to locate such Adjacent Structure is not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. AT&T shall place no signage or marking of any kind on an Adjacent Structure or on SBC-AMERITECH's grounds surrounding the Adjacent Structure. When requested SBC-AMERITECH will provide up to one hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to two hundred (200) amps of DC power to an Adjacent Structure up to two hundred (200) feet from the outside Central Office wall or the SBC-AMERITECH property line, as permitted by applicable zoning laws and ordinances. When power requirements are beyond these Central Office capacities and distance limitations SBC-AMERITECH will treat the requirements as a Non-Standard Collocation Request (**"NSCR"**) or ICB and coordinate a mutually agreeable solution for provisioning power with AT&T. At its option, AT&T may choose to provide its own AC and DC power to the Adjacent Structure. SBC-AMERITECH will provide power and Physical Collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as traditional Collocation arrangements.

(b) Where Physical Collocation space within an SBC-AMERITECH eligible structure is legitimately exhausted, and AT&T's adjacent on-site space in not within fifty (50) ft. of the eligible structure's outside perimeter wall, AT&T has the option and SBC-AMERITECH shall permit an adjacent structure off-site arrangement, to the extent technically feasible. The adjacent off-site arrangement is available if AT&T's site is located on a property that is contiguous to or within one standard city block of SBC-AMERITECH's Central Office or eligible structure. Such arrangement shall be used for Interconnection and access to unbundled Network Elements. When AT&T elects to utilize an adjacent off-site arrangement, AT&T shall provide both the AC and DC power required to operate such facility. AT&T may provide its own facilities to SBC-AMERITECH's Premises or to a mutually agreeable meet point from its adjacent off-site location for Interconnection purposes. AT&T may subscribe to such facilities at the applicable rates for access to unbundled Network Elements as set forth on the **Pricing Schedule**. The interim rates, subject to true up, established in this Agreement for an adjacent off-site arrangement apply only if AT&T's adjacent off-site is located on a property that is contiguous to or within one (1) standard city block of SBC-AMERITECH's Central Office or eligible structure.

(c) At the time AT&T requests an adjacent off-site Collocation arrangement, AT&T must provide information as to the location of the adjacent off-site facility, the proposed method of Interconnection, and the time frame needed to complete provisioning of the arrangement. SBC-AMERITECH shall provide a response to AT&T within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the adjacent off-site facility will be interconnected with SBC-AMERITECH's facilities. SBC-AMERITECH shall make best efforts to meet AT&T's proposed deadline, and, in the event SBC-AMERITECH cannot meet the proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

12.15 Delivery of Collocated Space.

12.15.1 SBC-AMERITECH shall provide AT&T with a single point of contact for all inquiries regarding Collocation. AT&T shall request space for Collocation by delivering a written request to SBC-AMERITECH. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities AT&T will require for such space, (iv) the equipment to be housed in such space, (v) AT&T's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate AT&T's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which AT&T intends to initiate service from such space. SBC-AMERITECH shall notify AT&T in writing within ten (10) Business Days of

receiving AT&T's request for Collocation as to whether the requested space is available. The same Schedules apply for Caged, Shared Cage and Cageless Physical Collocation. If space is not available for Physical Collocation, SBC-AMERITECH will allow AT&T to visit and tour the entire office in question within ten (10) days of its notice to AT&T. If after the tour, SBC-AMERITECH and AT&T do not agree that space is unavailable, SBC-AMERITECH will file with the Commission detailed floor plans and/or diagrams of such Premises to the extent that it is accepted by the Commission. AT&T may also request Virtual Collocation Space in accordance with Section 12.15.5. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of AT&T's payment of the Initial Central Office Build Out (**"COBO"**) fee for Physical Collocation, or twelve (12) weeks after receipt of AT&T's request for Virtual Collocation pursuant to Section 12.15.5, then SBC-AMERITECH shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

12.15.2 Physical Collocation.

(a) If space for Physical Collocation is immediately available at the time of AT&T's request, SBC-AMERITECH shall include in its notice to AT&T (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to AT&T by the Delivery Date set forth in Section 12.15.2(d).

(b) At AT&T's request, SBC-AMERITECH will make Cageless Collocation available to AT&T in single-bay (10 square feet) or single cabinet (18 square feet) increments. A Cageless Collocation is one in which AT&T collocates in any unused space that is conditioned to house its equipment. AT&T is not required to construct any enclosure of its equipment. AT&T may locate equipment at any location in the Central Office, up to SBC-AMERITECH's last unreserved bay space in that Central Office. In the case of Remote Terminal Cabinet, Controlled Environment Vault or Hut Cageless Collocation, space will be offered in increments of one (1) shelf.

(c) If AT&T's requested Physical Collocation space is available, SBC-AMERITECH and AT&T shall have an initial walkthrough of such space within ten (10) Business Days after SBC-AMERITECH's receipt of AT&T's Initial COBO Payment. SBC-AMERITECH shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses and provide for a parallel installation sequence.

(d) The Parties acknowledge that Physical Collocation Delivery Intervals are the subject of an FCC Proceeding. Until such time as the FCC issues its final decision, the Parties shall abide by the Physical

Collocation Delivery Intervals set forth in SBC-AMERITECH's Illinois Tariff ILL. CC. No. 20, Part 23, Section 4, paragraphs 11 b. through d., and 14 a., b., d., e., and f.

(e) SBC-AMERITECH will provide reduced intervals to AT&T where AT&T has existing Collocation space and AT&T requests different Interconnection arrangements in that existing space. Collocation arrangements shall be provided pursuant to **Schedule 12.15.2.**

(f) Physical Collocation space ordered by AT&T will be made available to AT&T by SBC-AMERITECH as more fully described on **Schedule 12.16**.

(g) If SBC-AMERITECH does not provide AT&T with its collocated space by the Delivery Date defined in Section 12.15.2(d) and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by an AT&T Delaying Event), AT&T shall receive a credit of one ninetieth ($1/90^{th}$) of its COBO Payment for each day after the applicable Delivery Date that such conditioned Collocated space is not made available and one one hundred and fiftieth ($1/150^{th}$) of its COBO Payment for each day after the applicable Delivery Date that such non-conditioned Collocated space is not available.

(h) SBC-AMERITECH may begin billing AT&T for recurring charges for the Collocated space on the Occupancy Date, if the Occupancy Date occurs on or after the Committed Delivery Date. AT&T will not be obligated to begin paying for space if said space is delivered prior to the Committed Delivery Date and AT&T is not ready to take possession. AT&T shall vacate the Collocated space if either (i) AT&T fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or, (ii) AT&T fails to Interconnect to the SBC-AMERITECH network within one hundred and fifty (150) days of the Occupancy Date. If AT&T is required to vacate the space pursuant to this Section 12.15.2(h), AT&T shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, AT&T still requires Collocation in that Premises, AT&T shall be required to submit a new request for Collocation pursuant to the provisions of Section 12.15.1.

(i) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and AT&T shall pay SBC-AMERITECH no more than a pro-rated cost for space

preparation security measures and other charges based on the percentage of total space actually used by AT&T.

(j) SBC-AMERITECH shall provide positive confirmation to AT&T when construction of AT&T Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.

(k) At AT&T's request SBC-AMERITECH shall provide, within three (3) months after receiving AT&T's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where SBC-AMERITECH cannot feasibly provide AT&T with equipment node enclosures within such three (3) month period, SBC-AMERITECH shall notify AT&T of this fact within ten (10) Business Days from the receipt of AT&T's request. The Parties shall then negotiate a reasonable time frame.

(l) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from AT&T's original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T.

(m) Caged Physical Collocation will be available in fifty (50) square foot increments with the minimum size cage being fifty (50) square feet.

12.15.3 Physical Collocation in CEV or other Adjacent Structure.

(a) If space for Collocation in SBC-AMERITECH's Central Office is not available at the time of AT&T's request, and the Central Office space is legitimately exhausted, AT&T can request via an NSCR that it be allowed to install a CEV or similar structure adjacent to SBC-AMERITECH's office on SBC-AMERITECH property.

(b) SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until AT&T has secured and provided SBC-AMERITECH evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from any applicable local and/or state governmental or other authority having

jurisdiction to approve or grant zoning compliance or waivers and if the land on which AT&T seeks to locate such Adjacent Structure is not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. AT&T shall place no signage or marking of any kind on an Adjacent Structure or on SBC-AMERITECH's grounds surrounding the Adjacent Structure.

(c) SBC-AMERITECH and AT&T shall have an initial site visit of such Premises within ten (10) Business Days after SBC-AMERITECH's receipt of AT&T's acceptance and payment of the NSCR quote. SBC-AMERITECH shall, within thirty (30) Business Days after such initial visit, provide documentation to include drawings of the physical structures above and below ground, which will allow AT&T's contractor to begin work.

(d) SBC-AMERITECH shall deliver to AT&T the requested space on or before the later of (i) one hundred eighty (180) days from SBC-AMERITECH's receipt of AT&T's NSCR, (ii) ninety (90) days from the receipt of AT&T's NSCR quote payment, or (iii) such other reasonable date that the Parties may agree upon if it is not feasible for SBC-AMERITECH to deliver to AT&T such real estate within the foregoing intervals (such date of delivery is referred to as the **"Delivery Date"** or **"Committed Delivery Date."**)

(e) If SBC-AMERITECH does not provide AT&T with the space by the Committed Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by an AT&T Delaying Event), AT&T shall receive a credit of one one hundred twentieth ($1/120^{th}$) of its Collocation payment for each day after the applicable Delivery Date that such collocated real estate is not made available for construction of the CEV or similar structure.

(f) SBC-AMERITECH may begin billing AT&T for the recurring charges for the space on the Occupancy Date.

(g) AT&T is responsible for obtaining any building permits or other approvals which may be necessary to construct the facility. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard.

(h) AT&T or its approved contractor will construct the facility. SBC-AMERITECH will provide power and all other Physical Collocation

services and facilities up to two hundred (200) feet from the outside Central Office wall or the SBC-AMERITECH property line, as permitted by applicable zoning laws or ordinances.

(i) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of the constructed facility. Exceptions that are noted during this acceptance walkthrough shall be corrected by the responsible party within thirty (30) days after the walkthrough.

(j) If the Adjacent Structure/Space is not on property owned by SBC-AMERITECH, SBC-AMERITECH will Connect to such space and provide and all Physical Collocation services, as if it was on SBC-AMERITECH owned property. Such Adjacent Structure/Space arrangements shall be provided as set forth in subsections (k), (l), and (m) of this Section 12.15.3.

(k) Where Physical Collocation space within an SBC-AMERITECH structure is legitimately exhausted, and AT&T's adjacent on-site space is not within fifty (50) feet of the eligible structure's outside perimeter wall, AT&T has the option and SBC- AMERITECH shall permit an adjacent structure off-site arrangement, to the extent technically feasible. The adjacent off-site arrangement is available if AT&T's site is located on a property that is contiguous to or within one (1) standard city block of SBC-AMERITECH's Central Office or eligible structure. Such arrangement shall be used for Interconnection or access to unbundled Network Elements. When AT&T elects to utilize an adjacent off-site arrangement, AT&T shall provide both the AC and DC power required to operate such facility. AT&T may provide its own facilities to SBC-AMERITECH's Premises or to a mutually agreeable meet point from its adjacent off-site location for Interconnection purposes. AT&T may subscribe to facilities available in the unbundled Network Element rate schedule of AT&T's Interconnection Agreement, or AT&T may subscribe to the applicable rates established in SBC-AMERITECH's tariff for access to unbundled Network Elements. The interim rates, subject to true up, established in this Agreement for an adjacent off-site arrangement apply only if AT&T's adjacent off-site is located on a property that is contiguous to or within one (1) standard city block of SBC-AMERITECH's Central Office or eligible structure.

(l) At the time AT&T requests this arrangement, AT&T must provide information as to the location of the adjacent off-site facility, the proposed method of Interconnection, and the time frame needed to complete provisioning of the arrangement. SBC-AMERITECH shall

provide a response to AT&T within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the adjacent off-site facility will be interconnected with SBC-AMERITECH's facilities. SBC-AMERITECH shall make best efforts to meet the time intervals requested by AT&T and, if it cannot meet AT&T's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

(m) In the event that interior space in an eligible structure becomes available, SBC-AMERITECH will provide the option to AT&T to relocate its equipment from an adjacent on-site or an adjacent off-site facility into the interior space. In the event AT&T chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the eligible structure will apply.

12.15.4. Shared Collocation.

(a) Upon request, Ameritech shall provide AT&T Shared Caged Collocation in any Unused Space. **"Shared Caged Collocation"** is caged Physical Collocation space shared by AT&T and one or more CLECs pursuant to terms and conditions agreed upon by such carriers. AT&T may request that SBC-AMERITECH provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space (**"New Shared Collocation"**) or (ii) a request by AT&T to enter into a sublease arrangement with another CLEC in AT&T's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, SBC-AMERITECH's single point of contact with respect to such arrangement (other than billing of Preparation Charges as described in subsection (b) below) shall be referred to as the **"Primary Collocator."** For New Shared Collocation, the Primary Collocator shall be the single carrier that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the carrier that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this Article XII, each carrier (including AT&T and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **"Resident Collocator."** An order for Shared Caged Collocation shall include blanket letters of authorization (A) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the

Primary Collocator and (B) signed by each Resident Collocator that authorizes the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocator.

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

Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if AT&T is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, AT&T shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s') compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates SBC-AMERITECH as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

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

(d) AT&T represents and warrants to Ameritech that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 12.4 and which is necessary to Interconnect with Ameritech or for access to SBC-AMERITECH's unbundled Network Elements. SBC-AMERITECH shall provide AT&T access to SBC-AMERITECH's unbundled Network Elements and permit AT&T to Interconnect its network with SBC-AMERITECH from Shared Caged Collocation, regardless if AT&T was the original Collocator. AT&T, however, shall have no right to request and SBC-AMERITECH shall have no

obligation to provide AT&T's Resident Collocators access to SBC-AMERITECH's unbundled Network Elements or SBC-AMERITECH's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with SBC-AMERITECH.

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

(f) Any obligation of SBC-AMERITECH under this Article XII (and any Schedules referenced herein) to provide Requesting Carrier notice, information, documents or other materials shall, in a Shared Caged Collocation arrangement, be limited to the provision of such notice, information, documents or other materials to the Primary Collocator only.

(g) Where AT&T is the Primary Collocator and requests space, SBC-AMERITECH shall commit to deliver the requested space on or before a date which shall be set in accordance with Section 12.15.2(d) or such other reasonable date that the Parties may agree upon (the **"Committed Delivery Date"** or **"Delivery Date"**).

(h) SBC-AMERITECH will make Shared Physical Collocation space ordered available to Resident Collocators in fifty (50) square foot increments as fully described in **Section 2.0** of **Schedule 12.12**.

(i) If SBC-AMERITECH does not provide the Shared Collocated space by the Committed Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by a Resident Collocator Delaying Event), SBC-AMERITECH shall provide the CLEC Primary Collocator a credit of one one hundred

twentieth (1/120th) of the COBO for each day after the applicable Delivery Date that such Collocated space is not made available.

(j) SBC-AMERITECH may begin billing AT&T, as the Primary Collocator, for recurring charges for the Shared Collocated space on AT&T's and the Resident Collocator(s)' Occupancy Date if the Occupancy Date occurs after the Committed Delivery Date, or actual date on which AT&T begins to occupy the Collocated space if the Occupancy Date occurs after the Committed Delivery Date. There is no obligation on the part of AT&T, as the Primary Collocator, to begin paying for space if said space is delivered prior to the Committed Delivery Date and neither AT&T nor other Resident Collocators are ready to take possession.

(k) SBC-AMERITECH shall provide positive confirmation to AT&T, as the Primary Collocator, when construction of the Shared Collocated space fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.

(l) At AT&T's, as the Primary Collocator, request, SBC-AMERITECH shall provide, within three (3) months after receiving the Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where SBC-AMERITECH cannot feasibly provide these equipment node enclosures within such three (3) month period, SBC-AMERITECH shall notify AT&T of this fact within ten (10) Business Days from the receipt of AT&T's request. The Parties shall then negotiate a reasonable time frame.

(m) After completion of construction, AT&T, as the Primary Collocator, and SBC-AMERITECH will complete an acceptance walkthrough of all Shared Collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T, as Primary Collocator.

12.15.5 Virtual Collocation.

(a) If AT&T requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and AT&T elects Virtual Collocation, and such Virtual Collocation is available at the

time of AT&T's request, SBC-AMERITECH shall include in its notice to AT&T described in Section 12.15.1 the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to AT&T by the date set forth in Section 12.15.5(c).

(b) SBC-AMERITECH and AT&T will have an initial walkthrough of the Collocated space to be provided to AT&T for Virtual Collocation on the earlier of: (i) ten (10) Business Days of SBC-AMERITECH's verification of the Virtual Collocation space to be provided to AT&T and, (ii) fourteen (14) calendar days after SBC-AMERITECH's receipt of AT&T's request for Virtual Collocation. SBC-AMERITECH shall within ten (10) Business Days after such walkthrough provide AT&T with (i) documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses, and (ii) a parallel installation sequence.

(c) SBC-AMERITECH shall deliver to AT&T the requested space on or before the later of (i) twelve (12) weeks from SBC-AMERITECH's receipt of AT&T's request for Virtual Collocation, and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for SBC-AMERITECH to deliver to AT&T such space within twelve (12) weeks and SBC-AMERITECH notified AT&T of this fact within ten (10) Business Days from SBC-AMERITECH's receipt of AT&T's request (such date of delivery referred to as the **"Delivery Date"** or **"Committed Delivery Date"**).

(d) Virtual Collocation space ordered by AT&T will be made available to AT&T by SBC-AMERITECH, as more fully described on the **Section 3** of **Schedule 12.12** and on **Schedule 12.15**.

(e) SBC-AMERITECH shall provide positive confirmation to AT&T when construction of AT&T-Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.

(f) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation

shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T.

(g) SBC-AMERITECH shall install cross-connects when cross-connecting for connect purposes as directed by AT&T at the rates provided on the **Pricing Schedule**.

(h) SBC-AMERITECH will maintain the Virtually Collocated equipment on AT&T's behalf.

12.16 Pricing. The prices charged to AT&T for Collocation are set forth on the **Pricing Schedule**.

12.17 Billing. SBC-AMERITECH shall bill AT&T for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

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

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

12.20 Protection of Service and Property.

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

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

12.20.1.2 AT&T shall comply at all times with security and safety procedures and existing requirements that are defined written policies and being used by SBC-AMERITECH for its employees and contractors. These procedures will be communicated to AT&T.

12.20.1.3 SBC-AMERITECH shall allow AT&T to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures that are Physically Collocated on SBC-AMERITECH Premises twenty-four (24) hours a day seven (7) days a week. SBC-AMERITECH will furnish AT&T with keys, entry codes, lock combinations, and other materials or information which may be needed to gain access to any Physically Collocated AT&T equipment within the secured SBC-AMERITECH facility.

SBC-AMERITECH shall allow AT&T reasonable periodic inspection or observation spaces where AT&T has its equipment Virtually Collocated subject to Section 12.20.1.2 and **Article XX** and, in the case of Virtual Collocation, payment by AT&T of the cost of SBC-AMERITECH escorts.

12.20.1.4 For Physical Collocation, SBC-AMERITECH shall furnish to AT&T a current written list of SBC-AMERITECH's employees who SBC-AMERITECH authorizes to enter AT&T's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.20.1.5 SBC-AMERITECH shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that SBC-AMERITECH secures external access to spaces that house SBC-AMERITECH's equipment.

12.20.1.6 For Physical Collocation, SBC-AMERITECH shall limit the keys used in its keying systems for AT&T's specific Physical Collocation space which contain or house AT&T equipment or equipment enclosures to its employees and representatives to emergency access only. AT&T shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that AT&T shall immediately provide SBC-AMERITECH with such new keys.

12.20.1.7 SBC-AMERITECH shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

12.21 Standards of Performance. SBC-AMERITECH shall provide Collocation to AT&T in accordance with the service levels, procedures and intervals, if any, as provided in **Article XXXII** (Performance Measurements).

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

13.0 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 and FCC orders. To the extent technically feasible, Local Number Portability will be provided by each Party with no impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

13.2 Permanent Number Portability ("LRN-PNP").

13.2.1 SBC-AMERITECH and AT&T shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, and NANC (North American Numbering Council) guidelines specified in **Section 13.4.1**.

13.2.2 SBC-AMERITECH and AT&T shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

13.3 Permanent Number Portability - Unconditional Triggering. Each party shall support unconditional triggering technology (ten-digit triggering) throughout its network, to the extent technically feasible, to support LRN-PNP.

13.4 Requirements for LRN-PNP.

13.4.1 The Parties shall adhere to the generic requirements for LRN-PNP as specified in the following NANC guidelines.

13.4.1.1 ATIS TRQ No.1, Technical Requirements for Number Portability - Operator Services Switching Systems, April 1999

13.4.1.2 ATIS TRQ No.2, Technical Requirements for Number Portability - Database and Global Title Translation, April 1999

13.4.1.3 ATIS TRQ No.3, Technical Requirements for Number Portability - Switching Systems, April 1999

13.4.1.4 FCC First Report and Order Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

13.4.1.5 FCC First Memorandum Opinion and Order On Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997; Released: March 11, 1997;

13.4.1.6 FCC Second Report and Order, FCC 97-298, CC Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997; and

13.4.1.7 North American Number Council Report from the LRN-PNP Administration Selection Working Group, April 25, 1997.

13.4.2 LRN-PNP will employ an “N-1” Query Methodology.

13.4.2.1 The "N" carrier is the responsible Party for terminating the call to the End User. The "N-1" carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

13.4.2.2 For interLATA or intraLATA toll calls, the toll carrier (pre-subscribed or carrier code dialed) is the "N-1" carrier. The originating carrier will pass the call to the appropriate toll carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (**“LSP”**) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

13.4.2.3 For local/intraLATA calls (other than pre subscribed or carrier code dialed calls) to a ported number, the originating carrier is the “N-1” carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.

13.4.3 For local/intraLATA calls (other than pre-subscribed or carrier code dialed calls) to an NXX in which at least one number has been ported via LRN-PNP, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, SBC-AMERITECH may query all calls directed to that NXX, subject to the billing provisions of **Article XXVII**, and provided that SBC-AMERITECH’s queries shall not adversely affect the quality of service to AT&T’s customers or end-users as compared to the service SBC-AMERITECH provides its own customers and end-users.

13.4.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query

prior to the first port in an NXX.

13.4.4.1 If either party is the "N-1" carrier and the other party is the "N" carrier, and the party does not fulfill its N-1 carrier responsibility, the other party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

13.4.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

13.5 Ordering.

13.5.1 Porting of numbers with LRN-PNP will be initiated via Local Service Requests (**"LSR"**) in accordance with the OSS Section.

13.5.2 The carrier from which a telephone number is porting from shall be able to meet the NANC porting interval for all customers. The ported to carrier may request a due date of greater than the NANC porting interval for a specific customer.

13.5.3 The parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes.

13.5.4 SBC-AMERITECH shall provide all provisioning services to AT&T during the same business hours SBC-AMERITECH provisions similar services for its end user customers, but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-AMERITECH will provision non-coordinated standalone number portability-only cut-overs on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (**"RSMS"**) is unavailable due to update or maintenance activity.Provisioning of non-coordinated standalone number portability cut-overs on Sundays is subject to AT&T obtaining industry agreement that all carriers will conduct their Local Service Management Systems (**"LSMS"**) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cut-overs will be developed via the BFR Process, and will be set forth in the **Pricing Schedule**. AT&T agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cut-overs, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If AT&T requests that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, rates for such services will be developed via the BFR Process, and be set forth in the **Pricing Schedule.**

13.6 Cut-Over Process.

13.6.1. SBC-AMERITECH and AT&T shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. Both Parties shall endeavor to update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

13.6.2 At the time of porting a number via LRN from either party, each party shall insure that the LIDB entry for that number is de-provisioned if the same LIDB is not being used by the other party.

13.6.3 On coordinated cuts, neither party shall remove the ported number from the end office from which a number is being ported prior to receipt of authorization from the other party, but will remove the number within thirty (30) minutes after authorization. If the unconditional LRN trigger is set, the ported number must be removed at the same time that the unconditional LRN trigger is removed.

13.7 Excluded Numbers. Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, Official Communications Services (**"OCS"**) and others as excluded by FCC rulings issued from time to time) under this Agreement.

13.8 Intentionally left blank.

13.9 Operator Services, LIDB/LVAS and Directory Assistance.

13.9.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

13.9.2 If Integrated Services Digital Network User Part (**"ISUP"**) signaling is used, both parties shall provide, if technically feasible, the Jurisdiction Information Parameter (**"JIP"**) in the SS7 Initial Address Message (**"IAM"**). (See ATIS TRQ No. 1, Technical Requirements for Number Portability - Operator Services Switching Systems, April 1999)

13.10 Porting of DID Block Numbers.

13.10.1 SBC-AMERITECH and AT&T shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

13.10.2 SBC-AMERITECH shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

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

14.0 Dialing Parity – Section 251(b)(3) and 271(e)(2)(B).

14.1 Dialing Parity. The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act. In addition, SBC-AMERITECH shall meet the requirements under Section 271(e)(2)(A), except as may be limited by Section 271(e)(2)(B) of the Act.

In order to meet its obligations under Section 251(c)(1) of the Act, SBC-AMERITECH shall ensure that all AT&T Customers experience the same Dialing Parity as similarly-situated Customers of SBC-AMERITECH services, such that for all call types: (i) an AT&T Customer is not required to dial any greater number of digits than a similarly situated SBC-AMERITECH Customer, (ii) the dialing delay, post -dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T Customer is at least equal in quality to that experienced by a similarly situated SBC-AMERITECH Customer, (iii) the AT&T Customer may retain its local telephone number, and (iv) any person seeking to call an AT&T Customer is not required to dial any greater number of digits than a person seeking to call a similarly situated SBC-AMERITECH Customer.

ARTICLE XV
DIRECTORY LISTINGS –SECTION 251(b)(3)

15.0 Directory Listings – Section 251(b)(3)

The parties acknowledge that in the Wisconsin Operations Support Systems (**"OSS"**) collaborative proceeding, SBC-AMERITECH has agreed to accept all Directory Listing orders via the SBC-AMERITECH ordering interfaces, thereby eliminating the need for a separate interface with the SBC-AMERITECH Directory Listing subsidiary, no later than September 2001.

The Parties further acknowledge that collaborative proceedings covering the terms and conditions and supporting OSS needed to implement the foregoing agreements are underway or are anticipated to commence. Both AT&T and SBC-AMERITECH and/or SBC-AMERITECH as represented by SBC Communications, Inc. (collectively, "SBC-AMERITECH") are participants in those proceedings.

Accordingly, AT&T and SBC-AMERITECH stipulate and agree that:

15.1 In collaborative proceedings and/or other proceedings before State Commissions, SBC-AMERITECH and AT&T shall support the development and implementation of single interfaces and/or processes for the inclusion by SBC-AMERITECH of AT&T End User information in White Page directories.

15.2 AT&T and SBC-AMERITECH shall negotiate in good faith contractual terms and conditions fully memorializing the results of such proceedings and/or pursuant to any applicable commitments or settlement that SBC-AMERITECH makes during the course of such proceedings, within thirty (30) days of the conclusion of such proceedings. If the Parties are unable to reach agreement on contractual terms and conditions fully memorializing the results of the proceeding within thirty (30) days of the conclusion of such proceedings, AT&T and SBC-AMERITECH shall address any remaining issues preventing agreement pursuant to the dispute resolution methods set forth in **Section 28.3** of this Agreement.

15.3 As soon as possible following completion of negotiations and/or conclusion of dispute resolution proceedings, AT&T and SBC-AMERITECH shall take steps necessary to amend this Agreement by adding to this Article the contractual terms and conditions agreed to by the Parties and/or resulting from the dispute resolution process.

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY – SECTIONS 251(b)(4) and 224 of The Act and Section 361 of The Michigan Telecommunications Act (M.C.L. § 484.2361)

16.0 Access to Poles, Ducts, Conduits and Rights-of-Way.

16.1 Structure Availability.

16.1.1 SBC-AMERITECH shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, **"Structure"**) owned or controlled by SBC-AMERITECH, to which SBC-AMERITECH has access and rights for the placement of AT&T's telecommunications equipment and related facilities (**"Attachments"**). **"Poles, ducts and conduits"** include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by SBC-AMERITECH to place telecommunications distribution facilities. **"Rights-of-way"** are easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities.

The availability of SBC-AMERITECH Structure for AT&T'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 SBC-AMERITECH owns or controls Structure or interests therein. SBC-AMERITECH shall not prevent or delay any third party assignment of Rights-of-way to AT&T. Upon request, SBC-AMERITECH shall provide to AT&T, for review, any franchise, license, or other agreement SBC-AMERITECH has entered into with a municipality, utility, or other owner or interest holder of a right-of-way.

16.1.2 SBC-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, SBC-AMERITECH will, in good faith, explore potential accommodations with AT&T. If SBC-AMERITECH denies a request by AT&T for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, SBC-AMERITECH will provide AT&T 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.

16.1.2.1 In the case of pole attachments, SBC-AMERITECH shall, consistent with prudent engineering and design standards and practices and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for AT&T's use without replacement of the pole whenever possible.

16.2 Franchises, Permits and Consents. AT&T 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 SBC-AMERITECH Structure it uses. AT&T shall indemnify SBC-AMERITECH against Loss directly resulting from any actual lack of AT&T'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 AT&T, and provided SBC-AMERITECH has not denied access as described in Section 16.1.2, or because SBC-AMERITECH may not lawfully make the Structure available, SBC-AMERITECH will, as set forth below, modify its Structure in order to accommodate the Attachments of AT&T. SBC-AMERITECH may permit AT&T to conduct Field Survey Work and Make-Ready Work itself or through its own contractors in circumstances where SBC-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 does not qualify as a Modification, while adding taller poles, adding new ducts between existing manholes and rebuilding manholes, and adding innerduct to an existing duct to accommodate additional cables would qualify as a Modification.

16.3.1 Before commencing the work necessary to provide such additional capacity, SBC-AMERITECH will notify all other parties having Attachments on or in the Structure of the proposed Modification to the Structure. The Modification to accommodate AT&T, may at SBC-AMERITECH's option, include Modifications required to accommodate other attaching parties, including SBC-AMERITECH, that desire to modify their Attachments at the expense of such other attaching parties.

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

16.3.3 The costs of Modifying a Structure to accommodate AT&T's request, the requests of another attaching party or the needs of SBC-AMERITECH shall be borne by AT&T, the other requesting party or SBC-AMERITECH, respectively, except that if

other parties obtain access to the Structure as a result of the Modification, such parties shall share in the cost of the Modification proportionately with the party initiating the Modification. An attaching party, including SBC-AMERITECH, with a pre-existing Attachment to the Structure to be Modified to accommodate AT&T 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 SBC-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 or SBC-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. If an attaching party, including SBC-AMERITECH, makes an Attachment to the facility 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 SBC-AMERITECH's Structure will be owned by SBC-AMERITECH. AT&T and other parties, including SBC-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.

16.3.5 When a party, including SBC-AMERITECH, subsequently seeks Attachment to modified Structure, SBC-AMERITECH will notify in writing AT&T and any other parties who initially contributed to the cost of the Modification.

16.4 Installation and Maintenance Responsibility. AT&T 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 SBC-AMERITECH or by other attaching parties. Work performed by AT&T on, in or about SBC-AMERITECH's Structures shall be performed by properly trained, competent workmen skilled in the trade. SBC-AMERITECH will specify the location on the Structure where AT&T's Attachment shall be placed, which location shall be in accordance with the National Electrical Safety Code Standards and designated in a nondiscriminatory manner. AT&T shall construct each Attachment in conformance with the permit issued by SBC-AMERITECH for such Attachment. Other than routine maintenance and service wire Attachments, AT&T shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefor. AT&T shall provide SBC-AMERITECH with notice before entering any Structure for construction or maintenance purposes.

16.5 Installation and Maintenance Standards. AT&T'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 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 Access Requests. Any request by AT&T for access to SBC-AMERITECH's Structure shall be in writing and submitted to SBC-AMERITECH's Structure Access Coordinator. SBC-AMERITECH may prescribe a reasonable process for orderly administration of such requests. AT&T's Attachment to SBC-AMERITECH's Structure shall be pursuant to a permit issued by SBC-AMERITECH for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure. AT&T shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure, pursuant to the provisions of the **Appendix to Article XVI.**

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

16.8 Maintenance Ducts. 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 AT&T for maintenance purposes if it has a corresponding Attachment.

16.9 Applicability. The provisions of this Agreement shall apply to all SBC-AMERITECH Structure now occupied by AT&T except for structures covered in the provisions of AT&T - SBC-AMERITECH Easement or Condominium Agreements listed in **Schedule 16.10**.

16.10 Other Arrangements. AT&T's use of SBC-AMERITECH Structure is subject to any valid, lawful and nondiscriminatory arrangements SBC-AMERITECH may now or hereafter have with others pertaining to the Structure.

16.11 Cost of Certain Modifications. If SBC-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 SBC-

AMERITECH's negligence in originally installing the structure, SBC-AMERITECH shall be responsible for AT&T's expenses. If a move of AT&T's Attachment is required by SBC-AMERITECH or another attaching party, SBC-AMERITECH shall notify AT&T of the requested move, and AT&T shall either confirm in writing that it will move the Attachment within thirty (30) days of the date of SBC-AMERITECH's notice of the requested move, or notify SBC-AMERITECH that it desires SBC-AMERITECH to arrange for the move, both options to be at the expense of the party requesting such move. The written notice shall include sufficient engineering information to enable AT&T to move the Attachment or respond to the notice. If AT&T fails to notify SBC-AMERITECH within ten (10) days after the date of SBC-AMERITECH's notice of the requested move of its intention to move the Attachment or to allow SBC-AMERITECH to arrange for the move, AT&T will be deemed to have authorized SBC-AMERITECH to move such Attachment at AT&T's expense.

16.12 Maps and Records. SBC-AMERITECH will provide AT&T, at AT&T's request and expense, with access to and copies of maps, records and additional information relating to its Structure; provided that SBC-AMERITECH may redact any proprietary information (of SBC-AMERITECH or third parties) contained or reflected in any such maps, records or additional information before providing such information to AT&T. Upon request, SBC-AMERITECH will meet with AT&T to clarify matters relating to maps, records or additional information. SBC-AMERITECH does not warrant the accuracy or completeness of information on any maps or records.

16.13 AT&T Access. AT&T shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure.

16.14 Occupancy Permit. AT&T occupancy of Structure shall be pursuant to a permit issued by SBC-AMERITECH for each requested Attachment. Any such permit shall terminate: (a) if AT&T's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if AT&T has not placed and put into service its Attachments within one hundred and eighty (180) days from the date SBC-AMERITECH has notified AT&T that such Structure is available for AT&T's Attachments, (c) if AT&T ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if AT&T 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 SBC-AMERITECH or, (e) if SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which AT&T has Attachments. If SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which AT&T has Attachments, SBC-AMERITECH shall: (i) provide AT&T notice within ten (10) Business Days after SBC-AMERITECH has knowledge of such fact, and (ii) not require AT&T to remove its Attachments from such Structure prior to SBC-AMERITECH's removal of its own attachments. SBC-AMERITECH will provide AT&T with at least sixty (60) days' written notice prior to (x) terminating a permit or service to an AT&T Attachment or removal thereof for a breach of the provisions of this Article XVI, (y) any increase in the rates for Attachments to SBC-AMERITECH's Structure permitted by the terms of this Agreement, or (z) any Modification to SBC-AMERITECH's Structure to which

AT&T has an Attachment, other than a Modification associated with routine maintenance or as a result of an emergency. If AT&T 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 and eighty (180) days after the event requiring AT&T to so surrender such permit, SBC-AMERITECH shall remove AT&T's Attachments at AT&T's expense. If SBC-AMERITECH discovers that AT&T has placed an Attachment on SBC-AMERITECH's Structure without a valid permit, SBC-AMERITECH shall notify AT&T in writing of the existence of such unauthorized Attachment and AT&T shall pay to SBC-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 an authorized Attachment.

Within the foregoing period, AT&T shall also apply for an Occupancy Permit for the unauthorized Attachment.

In addition, AT&T shall go through the process of any Make-Ready Work that may be required for the unauthorized Attachment.

If AT&T fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, SBC-AMERITECH shall have the right to remove such unauthorized Attachment from SBC-AMERITECH's Structure at AT&T's expense.

16.15 Inspections. SBC-AMERITECH may make periodic inspections of any part of the Attachments of AT&T located on SBC-AMERITECH Structures. Where reasonably practicable to do so, SBC-AMERITECH shall provide prior written notice to AT&T of such inspections.

16.16 Damage to Attachments. Both AT&T and SBC-AMERITECH will exercise precautions to avoid damaging the Attachments of the other or to any SBC-AMERITECH Structure to which AT&T obtains access hereunder. Subject to the limitations in **Article XXVI**, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.17 Charges and Billing. SBC-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, SBC-AMERITECH's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of Michigan, including any Affiliate of SBC-AMERITECH. Full Payment in advance shall be required for map preparation, make-ready surveys and Make-Ready Work. Billing by SBC-AMERITECH for charges pursuant to this Article shall include detail sufficient to allow a determination of accuracy, including but not limited to identification of the Structure or work associated with each charge. SBC-AMERITECH reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding

the foregoing, SBC-AMERITECH reserves the right to price on a case-by-case basis any Extraordinary Attachment to Structure. An **"Extraordinary Attachment"** is an attachment to a pole that occupies more than one (1) foot of space on the pole in addition to the primary cable or anything other than a standard, sealed splice enclosure in a manhole.

16.18 Nondiscrimination. Access to SBC-AMERITECH-owned or -controlled Structure shall be provided to AT&T on a basis that is nondiscriminatory to that which SBC-AMERITECH provides to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

16.19.1 Upon request by AT&T, SBC-AMERITECH will permit the Interconnection of ducts or conduits owned by AT&T in SBC-AMERITECH manholes.

16.19.2 Except where required herein, requests by AT&T for Interconnection of AT&T's Attachments in or on SBC-AMERITECH Structure with the Attachments of other attaching parties in or on SBC-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 and reasons of Insufficient Capacity, safety, reliability and engineering. SBC-AMERITECH will provide a written response to AT&T's request within forty-five (45) days of SBC-AMERITECH's receipt of such request.

16.19.3 AT&T shall be responsible for the costs of any Make-Ready Work required to accommodate any Interconnection pursuant to Section 16.19.

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

16.21 Structure Access Coordinator. Requests for access to SBC-AMERITECH Structure shall be made through SBC-AMERITECH's Structure Access Coordinator, who shall be AT&T's single point of contact for all matters relating to AT&T's access to SBC-AMERITECH's Structure. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure pursuant to guidelines as provided in the **Appendix to Article XVI**. In the event of a conflict between the provisions of Article XVI and those of the **Appendix to Article XVI**, the provisions of Article XVI shall prevail.

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 SBC-AMERITECH owns or controls Structure to which AT&T 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 hereto. 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. 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.

16.23 Abandonments, Sales or Dispositions. SBC-AMERITECH shall notify AT&T 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, SBC-AMERITECH shall condition the sale or other disposition subject to the rights granted to AT&T.

16.24 Standards of Performance. SBC-AMERITECH shall provide Structure to AT&T in accordance with **Article XXXII** herein, as applicable.

ARTICLE XVII
INTERCEPT/REFERRAL ANNOUNCEMENT

17.0 Intercept/Referral Announcement.

17.1 Intercept Announcement. When a Customer changes its service provider from SBC-AMERITECH to AT&T, from AT&T to SBC-AMERITECH, or from AT&T to a CLEC and does not retain its original telephone number, the Party formerly providing the switching functionality for the Customer's abandoned line shall provide an intercept announcement (**"Intercept Announcement"**) on the abandoned telephone number which provides details on the Customer's change in number. When a Customer changes local service from SBC-AMERITECH to AT&T and an Intercept Announcement is needed, AT&T may, at its discretion, order the Intercept Announcement from SBC-AMERITECH on behalf of the Customer. When a Customer leaves AT&T where AT&T was providing service to the Customer through unbundled local switching from SBC-AMERITECH, SBC-AMERITECH may not preclude AT&T from ordering the Intercept Announcement on behalf of the Customer and shall accept the request for an Intercept Announcement directly from AT&T.

Intercept Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for the period specified in Michigan Administrative Rule 484.134. However, if either Party provides Intercept Announcements for a period longer than the above period when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

SBC-AMERITECH will provide an Intercept Announcement pursuant to this Section whenever a Customer switches local service from a CLEC to AT&T, and SBC-AMERITECH was providing the switching functionality on the line abandoned by the former CLEC Customer. SBC-AMERITECH will provide AT&T's Customers with the same Intercept Announcement options that SBC-AMERITECH offers to its own retail Customers.

ARTICLE XVIII
JOINT OPERATIONAL TEAMS

18.0 Joint Operational Teams.

18.1 Joint Operational Teams. Upon the request of either Party hereto, the Parties shall promptly form Joint Operational Teams as needed to develop the procedures, guidelines, specifications and standards necessary for the provision of services under this Agreement and for the specific implementation of each Party's obligations hereunder. Once a Joint Operational Team is established, each Party's representatives to the team will work in good faith to resolve identified implementation issues as quickly as possible. Agreements reached by such Operational Teams shall be documented, unless otherwise mutually agreed upon by the Parties.

The Parties agree that any necessary operational process included in the companies' former Implementation Plan that is not addressed in this Agreement may, upon mutual agreement of the Parties, be defined and documented by an inter-company Joint Operational Team, pursuant to the procedure established by this Article XVIII.

ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES

19.0 General Responsibilities of the Parties.

19.1 Interconnection Activation Dates. Each of SBC-AMERITECH and AT&T shall use its commercially reasonable efforts to comply with the target Interconnection Activation Date*s* set forth in Section 3.13.1 and shall use its best efforts to comply with the Interconnection Activation Dates established by mutual agreement of the Parties.

19.2 Compliance with Applicable Law and Certification. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, legally binding orders, decisions, injunctions, judgments, awards and decrees (collectively, **"Applicable Law"**) that relate to its obligations under this Agreement.

19.2.1 ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement.

19.2.2 Non-Contravention of Laws. 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 persons 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 Hazardous Substances. Each Party will be solely responsible at it 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.

19.4.1 AT&T shall in no event be liable to SBC-AMERITECH for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that AT&T did not introduce to the affected work location. SBC-Ameritech shall indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) any **Hazardous Substances** that SBC-AMERITECH, its contractors or agents

introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which SBC-AMERITECH is responsible under Applicable Law.

19.4.2 SBC-AMERITECH shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that SBC-AMERITECH did not introduce to the affected work location. AT&T shall indemnify, defend (at SBC-AMERITECH's request) and hold harmless SBC-AMERITECH, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) any **Hazardous Substances** that AT&T, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which AT&T is responsible under Applicable Law.

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 Forecasting Responsibilities

19.5.2.1 AT&T agrees to provide an initial forecast for establishing the initial Interconnection facilities. SBC-AMERITECH shall review this forecast and if it has any additional information that will change the forecast shall provide this information to AT&T. Subsequent forecasts shall be exchanged on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC-AMERITECH General Trunk Forecast. This forecast from both parties should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

19.5.2.2 The semi-annual forecasts shall include:

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

19.5.2.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

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

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

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

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

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Section 19.5**. 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 Network Harm. Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that materially interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, materially 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. Upon such occurrence either Party may discontinue or refuse service, but only to the extent necessary to respond to such emergency.

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

19.8.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

19.8.2 Commercial General Liability insurance with minimum limits of: $5,000,000 General Aggregate limit; $2,500,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $2,500,000 each occurrence sub-limit for Personal Injury and Advertising; $5,000,000 Products/Completed Operations Aggregate limit, with a $2,500,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $2,500,000 are also required if this Agreement involves collocation. Each Party must be named as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.

19.8.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. Each policy shall contain a waiver of subrogation with respect to property damage, only, in favor of the other Party.

19.8.4 Each Party shall require subcontractors providing services under this Agreement to maintain reasonable types and amounts of insurance coverage. Each Party shall inform the other Party of those requirements upon request. If either Party believes the other Party's required amounts are commercially inadequate, either Party may submit the dispute to Dispute Resolution under **Section 28.3** of this Agreement.

19.8.5 Except as respects either Party's captive insurance company, the Parties agree that companies affording the insurance coverages required under **Article XIX** shall have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each party agrees to provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. At any time that a Party relies on such Party's captive insurance company to provide any of the coverages required hereunder, such captive insurance company shall have a minimum net worth of $15 million. In the case of such captive insurance company, the requirement of this **Section 19.8.5** to provide a certificate of insurance shall be complied with by providing the other Party with a copy of the most recent audited balance sheet of such captive insurance company.

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

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

19.8.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

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

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

19.8.8 For all locations other than those governed by 3D agreements between SBC-AMERITECH and AT&T, SBC-AMERITECH shall maintain

All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to AT&T, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of AT&T. SBC-AMERITECH shall have the right to self-insure this obligation, and agrees to waive any rights of recovery from AT&T.

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

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

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

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.14 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide (**"LERG"**) listings of CLLI codes assigned to its switches.

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

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

19.17 OCNs. To the extent it has not been previously provided to SBC-AMERITECH, on the date of AT&T's signature of this Agreement, AT&T shall provide SBC-AMERITECH with AT&T's national OCN for Resale Services and its Michigan state-

specific OCN for facilities-based services (Interconnection and/or Unbundled Network Elements).

19.18 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.

19.19 Change of Name.

19.19.1 In the event that either Party makes any corporate name change that would require a change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities that would require a change in OCN/ACEN, such Party will use best efforts to submit written notice to the other Party no later than thirty (30) days before such Party's change is fully implemented.

19.20 Deposits.

19.20.1 The deposit requirements set forth in this section apply to SBC-AMERITECH's providing the Resale Services and Network Elements (exclusive of interconnection facilities) furnished under this Agreement. SBC-AMERITECH may, in order to safeguard its interests, require that AT&T, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with SBC-AMERITECH , make a reasonable deposit to be held by SBC-AMERITECH as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of **Sections 28.2** and **28.3**.

19.20.2 If AT&T is required in accordance with this Section 19.20 to make a deposit payment and SBC-AMERITECH furnishes to AT&T both Resale Services and Network Elements under this Agreement, AT&T shall make two separate deposits where applicable, each calculated separately as set forth below.

19.20.3 Unless AT&T is not required to make a deposit payment as described in **Section 19.20.1** above, AT&T shall remit an initial cash deposit within thirty (30) days after written request by SBC-AMERITECH . The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, AT&T was not operating as a local service provider in Michigan , the initial deposit shall be in the amount of $17,000; or (ii) if, immediately prior to the Effective Date, AT&T was operating as a local service provider in Michigan, the deposit shall be in the amount calculated using the method set forth in **Section 19.20.7** of this Agreement. This cash deposit will be held by SBC-AMERITECH as a guarantee of payment of charges billed to AT&T. If AT&T is not required to make a deposit payment

as set forth in **Section 19.20.1** above, SBC-AMERITECH shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in **Section 19.20.1** and **Sections 19.20.4** through **Section 19.20.10** of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether AT&T has established the minimum twelve (12) months good credit history, AT&T's payment record for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

19.20.4 So long as AT&T maintains timely compliance with its payment obligations, SBC-AMERITECH will not increase any deposit amount required. If AT&T fails to maintain timely compliance with its payment obligations, SBC-AMERITECH reserves the right to require additional deposit(s) determined in accordance with **Section 19.20.5** and **Section 19.20.6** through **Section 19.20.10** of this Agreement.

19.20.5 If during the first six (6) months of operations under this Agreement, AT&T has been sent by SBC-AMERITECH one valid delinquency notification letter (a letter notifying AT&T of charges that remain unpaid more than fifteen (15) days past their due date, as defined in **Article XXVII**, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under **Article XXVIII**, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon AT&T's actual billing totals and shall be increased if AT&T's actual billing average for a two month period exceeds the deposit amount held.

19.20.6 Throughout the term of this Agreement and any extension(s) thereof, any time AT&T has been sent two (2) delinquency notification letters (letters notifying AT&T of charges that remain unpaid more than fifteen (15) days past their due date) by SBC-AMERITECH within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under **Article XXVIII**, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon AT&T's actual billing totals and shall be increased if AT&T's actual billing average for a two month period exceeds the deposit amount held.

19.20.7 Whenever AT&T's deposit is re-evaluated as specified in **Section 19.20.5** or **Section 19.20.6**, above, such deposit shall be calculated in an amount equal to the average billing to AT&T for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to AT&T, the most recent three (3) months billing on all of AT&T's BANs or CBAS numbers, as applicable, for resale services or network elements shall be used to calculate AT&T's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by **Sections 19.20.5** and **19.20.6**.

19.20.8 Whenever a deposit is re-evaluated as specified in **Section 19.20.5** and **Section 19.20.6**, above, AT&T shall remit the additional deposit amount to

SBC-AMERITECH within thirty (30) calendar days of receipt of written notification SBC-AMERITECH requiring such deposit.

19.20.9 The deposit requirements of this **Section 19.20** may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to SBC-AMERITECH . No interest shall be paid by SBC-AMERITECH for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

19.20.10 The fact that SBC-AMERITECH holds a cash deposit or irrevocable bank letter of credit does not relieve AT&T from timely compliance with its payment obligations under this Agreement.

19.20.11 Any cash deposit held by SBC-AMERITECH shall be credited to AT&T's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as AT&T has not been sent more than one delinquency notification letter (as defined in **Section 19.20.5**) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which AT&T has been sent less than two delinquency notifications. For the purposes of this **Section 19.20.11**, interest will be applied from the date paid and calculated as defined in **Sections 27.13.1** and **27.13.2** to CRIS and non-CRIS billed charges, as applicable, above, and shall be credited to AT&T's account on an annual basis.

19.20.12 Any cash deposit shall be held by SBC-AMERITECH as a guarantee of payment of charges billed to AT&T, provided, however, SBC-AMERITECH may exercise its right to credit any cash deposit to AT&T's account upon the occurrence of any one of the following events:

19.20.12.1 when SBC-AMERITECH sends AT&T the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under **Article XXVIII** as to any amount covered by the delinquency notice); or

19.20.12.2 when SBC-AMERITECH suspends AT&T's ability to process orders in accordance with **Section 27.14**; or

19.20.12.3 when AT&T files for protection under the bankruptcy laws; or

19.20.12.4 when an involuntary petition in bankruptcy is filed against AT&T and is not dismissed within sixty (60) days; or

19.20.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not

applied under this Agreement against charges payable by AT&T shall be refunded to AT&T by SBC-AMERITECH);

19.20.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC-AMERITECH shall credit any cash deposit to AT&T's account so long as SBC-AMERITECH has not sent to AT&T more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or

19.20.12.7 upon mutual agreement of the Parties.

19.20.13 Assuming that the previous payment and credit history of a Party (a **"Requesting Party"**) justifies doing so, upon request the other Party (the **"Acknowledging Party"**) will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by **Section 30.22** ("Entire Agreement"), below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

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

ARTICLE XX
PROPRIETARY INFORMATION

20.0 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, microfilm, photocopies, magnetic disks, magnetic tapes, employee records, financial reports, market data, 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, graphic, electromagnetic, or other tangible form is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) days following 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. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) days after the information is disclosed. The Receiving Party shall, from that time forward, treat such information as Proprietary Information.

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 agents, employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

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

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

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

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

(a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;

(b) become generally available to the public other than as a result of disclosure by a Receiving Party;

(c) been independently developed by an agent, employee representative or Affiliate of the 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 no reasonable basis on which to inquire as to whether or not such information was subject to a confidentiality agreement at the time such information was acquired; 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.

20.3.4 Notwithstanding any of the foregoing, a Receiving Party shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to the Receiving Party's activities under the Act. The Receiving Party need not provide prior written notice of such disclosure to the Disclosing Party if the Receiving Party has obtained an appropriate order for protective relief from regulatory agencies permitted by law to issue an order for protective relief, or other reliable assurance that confidential treatment shall be accorded to such 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 (including any applicable Transition Period).

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 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 (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or destroy Proprietary Information.

20.4.4 If destroyed, all copies 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.

20.4.5 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

20.4.6 Each Party has the right to refuse to accept any Proprietary Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.

ARTICLE XXI
TERM AND TERMINATION

21.0 Term and Termination.

21.1 Effective Date, Term, and Termination.

21.1.1 Unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. If this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such commission approval the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

21.1.2 The initial term of this Agreement shall be three (3) years (the "**Initial Term"**) which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically remain in full force and effect, unless a Party delivers written notice, at least two hundred and seventy (270) days prior to the expiration of the Initial Term, to the other Party of its election not to renew this Agreement.

21.1.3 In the event that neither Party delivers written notice at least two hundred and seventy (270) days prior to the expiration date of the Initial Term of its election not to renew this Agreement, the Agreement will remain in full force and effect until it is replaced with a successor agreement, terminated or expires, pursuant to subsequent notice provided by either Party. Such subsequent notice to renegotiate or terminate the Agreement may be given by either Party at any time after the expiration of the Initial Term provided, however, that the effective date of the termination, expiration, or replacement of the existing Agreement with a successor agreement pursuant to this subsequent notice shall be no sooner than two hundred and seventy (270) days after the receipt of the notice, unless a different date is mutually agreed upon by the Parties. If negotiations for a successor agreement are not complete within such two hundred and seventy (270) day period, then the rates, terms and conditions of this Agreement shall continue in full force and effect in accordance with Section 21.1.5, below.

21.1.4 If either Party serves notice pursuant to Sections 21.1.2 or 21.1.3, AT&T shall have thirty (30) days to provide SBC-AMERITECH with written confirmation of whether AT&T wishes to pursue a successor agreement with SBC-AMERITECH or terminate its agreement. If AT&T wishes to pursue a successor Agreement with SBC-AMERITECH, AT&T shall attach to its written confirmation, a written request to commence negotiations with SBC-AMERITECH under Sections 251/252 of the Act. Upon receipt of AT&T's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

21.1.5 The rates, terms and conditions of this Agreement shall continue in full force and effect until, in accordance with the terms of this Article, a successor agreement is reached. If AT&T elects not to pursue a successor agreement with SBC-AMERITECH, the rates, terms and conditions of this Agreement shall continue in full force and effect until this Agreement expires or is terminated, provided, however, that both Parties will cooperate in the provision of Transitional Support as required by Section 21.3.

21.1.6 If at any time during the Section 252(a)(1) negotiation process, AT&T withdraws its Section 252(a)(1) request, AT&T must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that AT&T does not wish to pursue a successor agreement with SBC-AMERITECH. If AT&T does not include in its notice of withdrawal either a request to establish a successor agreement under Section 252(i) of the Act or an affirmative statement that AT&T does not wish to pursue a successor agreement with SBC-AMERITECH, then its Agreement with SBC-AMERITECH will expire at the end of the Initial Term if the Section 252(a)(1) request is made during the Initial Term. If the Section 252(a)(1) request is made after the Initial Term, then the Agreement with SBC-AMERITECH will continue in full force and effect for a period of one hundred and twenty (120) days after the date AT&T provides the notice of withdrawal of its Section 252(a)(1) request, unless AT&T provides SBC-AMERITECH with notice of a Section 252(i) adoption in the interim.

21.1.7 If AT&T does not affirmatively confirm within thirty (30) days of a notice given by either Party pursuant to Sections 21.1.2 or 21.1.3 of this Article that it wishes to pursue a successor agreement with SBC-AMERITECH, then its Agreement with SBC-AMERITECH will expire either: (i) at the end of the Initial Term, or (ii) if the Initial Term has ended, after a period of one hundred and twenty (120) days from the date thirty (30) days after such notice is given.

21.1.8 AT&T may terminate any service(s), Interconnection or Network Element(s) provided under this Agreement upon thirty (30) days prior written notice to SBC-AMERITECH, unless a different notice period or different conditions are specified in this Agreement for termination of such service(s), Interconnection, or Network Element(s), in which event such specific period and conditions shall apply.

21.2 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 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

21.3 Transitional Support.

21.3.1 In the event of the expiration or termination of this Agreement for any reason, or in the event of a withdrawal of a Section 252(a)(1) request under Section 21.1.6, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement ("Transition Date"), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.3.2 Each Party agrees to furnish services during a period of up to one-hundred and eighty (180) days (or such longer period as may be agreed upon by the Parties) after the Transition Date ("Transition Period") on terms and conditions and at charges that are the same as those in effect upon the Transition Date. During the Transition Period, SBC-AMERITECH and AT&T will cooperate in good faith to effect an orderly transition of service under this Agreement. SBC-AMERITECH and AT&T agree to exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition**.**

21. 4 Payment Upon Expiration or Termination.

In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination; provided that a Party is entitled to recover such expenses under the provisions of this Agreement.

ARTICLE XXII
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

22.0 Disclaimer of Representations and Warranties.

22.1 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER SBC-AMERITECH NOR AT&T ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

ARTICLE XXIII
CANCELLATION CHARGES

23.0 Cancellation Charges.

23.1 Cancellation Charges. Except as otherwise provided in this Agreement, pursuant to a Bona Fide Request or as otherwise provided in any applicable tariff or contract referenced herein, cancellation charges shall not be imposed upon, or payable by, either Party.

ARTICLE XXIV
SEVERABILITY

24.0 Severability.

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

ARTICLE XXV
INDEMNIFICATION

25.0 Indemnification.

25.1 General Indemnity Rights. Each Party (the **"Indemnifying Party"**) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the **"Indemnified Party"**) and hold such Indemnified Party harmless against:

(a) any Loss to a third 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 Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("**Claims**"), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communication.

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

(c) any Loss arising from 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;

(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; and

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

25.2 A Party (for purposes of this **Section 25.2** the **"Reimbursing Party"**) shall reimburse the other Party (for purposes of this **Section 25.2** the **"Reimbursed Party"**) for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.

25.3 Intellectual Property Liability and Indemnification. The Parties' indemnification obligations with respect to intellectual property are contained in **Article XXX**, **Section 30.12.**

25.4 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this **Article XXV**, 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 XXVI
LIMITATION OF LIABILITY

26.0 Limitation of Liability.

26.1 Limited Responsibility. Each 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.

26.2 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.

26.3 Limitation of Damages. Except for payments required under **Article XXXII** Performance Measurements, and except for indemnity obligations under **Article XXV**, each 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 Combination* 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.

26.4 Limitations in Tariffs. Each 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 26.5**). 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 that such other Party included in its own tariffs at the time of such Loss.

26.5 Consequential Damages. In no event shall either 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 25.1** 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. For purposes of this **Section 26.5**, amounts due and owing to AT&T, if any, pursuant to the Article related to Performance Standards, Measurements and Penalties and the appendices referenced in that Article, shall not be considered to be Consequential Damages.

26.6 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 XXVII
BILLING

27.0 Billing.

27.1 Introduction.

27.1.1 This **Article XXVII** sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur as a result of purchasing Network Elements, Resold Services or Interconnection functions, facilities, products and services, as set forth in this Agreement.

27.1.2 Charges for the relevant services billed under this **Article XXVII** are set forth herein, in the **Pricing Schedule** and in applicable tariffs or contracts referenced in this Agreement.

27.2 Billing Information and Charges.

27.2.1 SBC-AMERITECH will bill in accordance with this Agreement those charges AT&T incurs under this Article; e.g., charges for Resale services, Network Elements, Ancillary Services, and Interconnection. Each bill's charges will be formatted in accordance with CABS for charges for Network Elements ordered by AT&T and for Interconnection charges, or in accordance with Customer Records Information System (**"CRIS"**) format for Resale services. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be determined by mutual agreement of the Parties. SBC-AMERITECH shall provide information on the invoices for each Billing Account Number (**"BAN"**) sufficient to enable AT&T to identify for the Resale services or Network Elements being billed, the type of service ordered by AT&T and the usage to which the billed charges apply. Each CRIS bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to AT&T. Each CABS bill will include a Customer Service Record (**"CSR"**) and will set forth: (a) the quantity and description of each Network Element provided to AT&T, or (b) the usage and applicable rates billed for Interconnection.

27.2.1.1 SBC-AMERITECH agrees to accept, process and pay all bill invoices submitted by AT&T that are not CABS-compliant until such time as AT&T completes the conversion of the paper bill process in use as of April 1, 2000 to a CABS compliant process. AT&T shall use its reasonable best efforts to complete this conversion by January 1, 2001.

27.2.2 SBC-AMERITECH will provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T pursuant to this Agreement. Each bill provided by SBC-AMERITECH to AT&T will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in **Section 27.2.3** below, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in **Section 27.2.3**, below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in **Section 27.2.3**, below, and (6) any Customer Service Record (**"CSR"**) for all recurring flat-rated charges.

27.2.2.1 SBC-AMERITECH shall bill AT&T for each Unbundled Network Element, Resold Service or Interconnection facilities, products or services supplied by SBC-AMERITECH to AT&T pursuant to this Agreement at the rates prescribed by this Agreement. SBC-AMERITECH will bill AT&T based on the actual charges incurred; provided, however, for those usage-based charges where actual charge information is not determinable by SBC-AMERITECH, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute.

27.2.2.2 AT&T may request that certain categories of charges be included in separate bills, for which AT&T will designate different billing addresses.

27.2.2.3 Except as otherwise specified in this Agreement, each Party shall be responsible for: (a) all costs and expenses it incurs in complying with its obligations under this Agreement, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure that it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

27.2.2.4 Each Party shall provide the other Party, at no additional charge, a contact person to address billing questions or problems that may arise during the implementation and performance of the terms and conditions of this **Article XXVII**.

27.2.2.5 SBC-AMERITECH shall recognize AT&T as the customer of record for all Resold Service and will send all notices, bills and other pertinent

information directly to AT&T, unless AT&T specifically requests otherwise. The bill will include sufficient data to enable AT&T to reconcile the billed charges with the recorded call information furnished in accordance with the requirements of **Section 27.10** of this Agreement.

27.2.3 A Party may send bills to the other Party containing amounts found to be unbilled or underbilled ("Backbill(s)"), as follows:

27.2.3.1 Except as provided in **Section 27.2.3.5** below, for erroneous failure to bill or underbilling of any charges incurred by a Party under this Agreement, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred and twenty (120) days prior to the Backbill date. For the purposes of this **Section 27.2.3**, charges shall be deemed incurred for: (i) services charged on a usage-sensitive basis, upon the recording of such usage, and (ii) all other services, upon the first day of the billing cycle in which the billed Party used such service; or

27.2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred and twenty (120) days prior to the Backbill date; or

27.2.3.3 Where a billing Party is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, the billing Party may submit to the billed Party, up to one hundred and twenty (120) days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by the billed Party as a result of, and since the applicable Governmental Requirement Date; or

27.2.3.4 Except as provided in **Section 27.2.3.5** below, neither Party will be liable for charges contained in Backbills that are sent outside the time periods defined in **Section 27.2.3.1** through **Section 27.2.3.3**.

27.2.3.5 A billing Party may send Backbills outside of the time periods defined in **Section 27.2.3.1** through **Section 27.2.3.3**, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the billing Party, the Parties may agree upon other time periods for Backbilling.

27.2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Article.

27.2.4.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are "official" only when the established billing for a service is not in a mechanized format.

27.2.5 For CABS-billed services, SBC-AMERITECH will assign to AT&T a separate Billing Account Number (**"BAN"**) per each type of service (e.g., connectivity) per LATA.

27.2.6 For Resale services, SBC-AMERITECH will assign to AT&T a separate BAN per Regional Accounting Office (**"RAO"**) for consumer or residential and a separate BAN per RAO for business.

27.3 Issuance of Bills.

27.3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. As applicable to CABS, each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by AT&T no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Article), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

27.3.2 All bills that are in CABS format, shall contain billing data and information in accordance with CABS Version 31.0 or such later versions of CABS as are published by Telcordia Technologies, Inc., or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.

27.3.3 If either Party requests an additional copy(ies) of a bill, the requesting Party will pay the other Party a reasonable fee per additional copy(ies), unless such copy(ies) was requested due to errors, omission or corrections, or the failure of the original transmission to comply with the specifications set forth in this Article.

27.3.4 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within three (3) business days) notice if a billing transmission is received that does not meet the specifications in this Article. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Article.

27.4 Electronic Transmissions.

27.4.1 At AT&T's request, SBC-AMERITECH will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to AT&T at the location specified by AT&T. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SBC-AMERITECH has an established Connect:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, SBC-AMERITECH must provide AT&T/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. AT&T's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SBC-AMERITECH's Connect:Direct software. AT&T will supply to SBC-AMERITECH its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

27.4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SBC-AMERITECH Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

27.5 Tape Or Paper Transmissions.

27.5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by AT&T and SBC-AMERITECH). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations below, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

	TO AT&T	**TO SBC-AMERITECH**
Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	**TO BE PROVIDED**
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	**TO BE PROVIDED**
Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30009 Attn: AC&R Access Bill Coordinator	**TO BE PROVIDED**
Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	**TO BE PROVIDED**

27.5.2 Each Party will adhere to tape packaging practices that will prevent data damage.

27.5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code (**"EBCDIC"**). Each reel of tape must be one hundred percent (100%) tested at twenty percent (20%) or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

27.5.4 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	SECAB
Record Length	225 bytes (fixed length)	250 bytes (fixed length
Blocking factor	84 records per block	84 records per block
Block size	18,900 bytes per block	18,900 bytes per block
Labels	Standard IBM Operating System	Standard IBM Operating System

27.5.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

27.5.6 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

27.6 Testing Requirements.

27.6.1 At least ninety (90) days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least thirty (30) days prior to either Party changing mechanized formats; or at least ninety (90) days prior to either Party changing transmission mediums (e.g., from paper to mechanized), the billing Party will send bill data in the mechanized format according to this Article, for testing to ensure that the bills can be processed and that the bills comply with the requirements of

this Article. SBC-AMERITECH shall also provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, the LEC's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. AT&T will notify SBC-AMERITECH within the time period agreed to by the Parties if billing transmission testing fails to meet CABS/BOS specifications. SBC-AMERITECH shall make the necessary corrections within the time period agreed to with AT&T to ensure that billing transmissions testing meet CABS/BOS specifications. SBC-AMERITECH shall not send AT&T a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications

27.6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

27.6.3 For Resale services**,** during the testing period, SBC-AMERITECH shall transmit to AT&T Connectivity Billing data and information via paper transmission. Test tapes shall be sent to AT&T at the following location:

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30005 Attn: Access Bill Testing Coordinator

27.7 Additional Requirements.

27.7.1 If SBC-AMERITECH transmits data in a mechanized format, SBC-AMERITECH will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for AT&T to process billing information and data:

(a) The BAN will not contain embedded spaces or low values.
(b) The Bill Date will not contain spaces or non-numeric values.
(c) Each bill must contain at least one detail record.
(d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

(e) The invoice number must not have embedded spaces or low values.

27.8 Bill Accuracy Certification.

27.8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SBC-AMERITECH will be responsible and accountable for transmitting to AT&T an accurate and current bill. For the purposes of this Agreement, SBC-AMERITECH agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by AT&T under this Agreement. Accordingly, at AT&T's option on a connectivity by connectivity basis, AT&T and SBC-AMERITECH agree for the purposes of this Agreement to jointly develop a process and methodology for bill certification.

27.9 Meetpoint Billing – Facilities Based.

27.9.1 AT&T and SBC-AMERITECH will establish and maintain meet-point billing (**"MPB"**) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (**"NECA"**) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

27.9.2 AT&T and SBC-AMERITECH will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

27.9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (**"CIC"**) of the Interexchange Carriers (**"IXCs"**) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

27.9.4 SBC-AMERITECH and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Article . SBC-AMERITECH and AT&T will coordinate and exchange the billing account reference (**"BAR"**) and billing account cross reference (**"BACR"**) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

27.9.5 Each Party will provide access usage records (**"AURs"**) to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (**"SURs"**) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other for this record exchange. The details of record exchange are set forth in **Section 27.10** of this **Article XXVII**.

27.9.5.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.

27.9.5.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.

27.9.6 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

27.10 Recording. The Parties shall record call information in accordance with this subsection. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party.

27.10.1 SBC-AMERITECH will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to SBC-AMERITECH provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC-AMERITECH -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC-AMERITECH.

27.10.1.1 SBC-AMERITECH will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC-AMERITECH .

27.10.1.2 Assembly and editing will be performed on all IXC transported messages recorded by SBC-AMERITECH, during the billing period established by SBC-AMERITECH and selected by AT&T. Standard EMR record formats

for the provision of billable message detail and access usage record detail will be established by SBC-AMERITECH and provided to AT&T.

27.10.1.3 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

27.10.1.4 SBC-AMERITECH will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.

27.10.2 SBC-AMERITECH as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (**"AURs"**) ordered/required by AT&T in accordance with this agreement on a reciprocal, no-charge basis. AT&T agrees to provide any and all Summary Usage Records (**"SURs"**) required by SBC-AMERITECH on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (**"MECAB"**) document.

27.10.3 SBC-AMERITECH will provide AT&T valid lists and ongoing updates of all carrier identification codes (**"CIC"**) and associated billing information for each SBC-AMERITECH tandem to insure accurate billing in accordance with guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

27.10.4 Each EMR record transmitted by one Party to the other Party will contain a CIC.

27.10.4.1 If SBC-AMERITECH does not have a CIC for a local exchange carrier, CLEC or IXC for whom SBC-AMERITECH must transmit to AT&T Connectivity Billing records or information pursuant to this Article XXVII, SBC-AMERITECH will assist such carrier in obtaining a CIC expeditiously. Until such carrier obtains a CIC, SBC-AMERITECH will use SBC-AMERITECH's CIC on records for billing and payment submitted to AT&T with respect to such carrier. SBC-AMERITECH will obtain reimbursement for the respective charges from the appropriate carrier.

27.10.4.2 If AT&T does not have a CIC for a local exchange carrier, CLEC or IXC for whom AT&T must transmit to SBC-AMERITECH Connectivity Billing records or information pursuant to this **Article XXVII**, AT&T will assist such carrier in obtaining a CIC expeditiously. Until such carrier obtains a CIC, AT&T will use AT&T's CIC on records for billing and payment submitted to SBC-

AMERITECH with respect to such carrier. AT&T will obtain reimbursement for the respective charges from the appropriate carrier.

27.10.5 Each Party shall provide the other Party, at no additional charge, a contact person for resolving any data exchange problems.

27.10.6 If, despite timely notification by one Party, the other Party fails to provide message detail due to loss, as a direct result of the other having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, the Party failing to provide data ("non-providing Party") will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the non-providing Party's liability to the other Party shall be limited to one of the following two alternatives, from which the other Party may choose:

1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail; or

2) a direct reimbursement for such amount of estimated net lost revenue.

27.11 Mutual Compensation.

27.11.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement in the **Pricing Schedule** and in accordance with **Section 27.11.5**, below.

27.11.2 In SBC-AMERITECH**,** billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation, as described in **Section 27.3.2**, preceding.

27.11.3 Where a procedure has not already been set forth in this Article, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

27.11.4 When AT&T is a local switch network element customer of SBC-AMERITECH, SBC-AMERITECH will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by AT&T's switch port count to arrive at AT&T's compensation for terminating traffic originated from a third party. SBC-AMERITECH will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each AT&T switch port in service to arrive at that month's compensation.

27.11.5 When AT&T is a local switch network element customer of SBC-AMERITECH, provision of records by SBC-AMERITECH for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties.

27.12 Payment of Charges.

27.12.1 Subject to the terms of this Agreement, including but not limited to **Section 28.2** and **Section 28.3**, AT&T and SBC-AMERITECH will pay each other all rates and charges due and owing under this Agreement within thirty (30) calendar days from the Bill Date of an invoice or within twenty (20) calendar days from the date on which an invoice is received, whichever is later (the "Bill Due Date"); provided, the paying Party shall notify the billing Party in writing before the earlier of the two dates if it intends to avail itself of the "20 days from receipt" option. If the Bill Due Date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the Bill Due Date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

27.12.2 Each Party shall make all Payments in U.S. Dollars to the other Party via electronic funds credit transfers through the Automated Clearing House Association (**"ACH"**) network to the financial institution designated by the Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. AT&T and SWBT shall abide by the National Automated Clearing House Association (**"NACHA"**) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable Bill Due Date of each bill or interest will apply as provided in **Section 27.13** below. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is

responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

27.12.2.1 SBC-AMERITECH and AT&T shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.

27.12.2.2 In the event AT&T receives multiple and/or other bills from SBC-AMERITECH that are payable on the same date, AT&T may remit one payment for the sum of all such bills payable to SBC-AMERITECH's bank account designated pursuant to **Section 27.12.2** and AT&T will provide SBC-AMERITECH with a payment advice pursuant to **Section 27.12.2.1**.

27.13 Late Payment Charges. If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, **"Past Due"**), then interest shall be assessed as follows in **Sections 27.13.1** and **27.13.2**, as applicable. No other late payment fee or charge applies to overdue amounts.

27.13.1 If any charge incurred under this Agreement is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to Past Due unpaid amounts billed out of any billing system other than the SBC-AMERITECH Customer Records Information System (**"CRIS"**) shall be the lesser of: (i) the rate used to compute the Late Payment Charge contained in the SBC-AMERITECH intrastate Michigan access services Commission-approved tariff, and (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

27.13.2 If any charge incurred under this Agreement that is billed out of SBC-AMERITECH's CRIS is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to SBC-AMERITECH CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the SBC-AMERITECH Michigan intrastate retail Commission-approved tariff governing Late Payment Charges to SBC-AMERITECH's retail end users that are business end users, and (ii) the highest rate of interest that may be charged under applicable law, compounded daily

from the applicable due date to and including the date that the payment is actually made and available.

27.14. Termination for Nonpayment and Procedures for Disconnection.

27.14.1 Either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the other Party as and when due; provided, however, that the Party allegedly due payment: (1) notifies the other Party in writing of the amounts due pursuant to the notice provisions of this Agreement, (2) uses any dispute resolution process permitted under **Section 28.3**, (3) obtains a favorable final, nonappealable and nonreviewable ruling in that process, and (4) does not receive payment within thirty (30) calendar days of the date on which such ruling becomes nonappealable and nonreviewable.

27.14.2 Pending the resolution of any dispute raised in accordance with **Section 28.3** of this Agreement, whether by settlement or by final and nonappealable arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, exercise any right of termination or disconnection under this **Section 27.14**, unless otherwise directed by the other Party. Notwithstanding the foregoing, SBC-AMERITECH may disconnect Resale and/or UNE services provided under this Agreement for nonpayment, as set forth below.

27.14.3 Where AT&T has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable and has not presented a dispute under **Section 28.2** of this Agreement, the procedures for notice and disconnection as set forth in **Sections 27.14.6 through 27.14.14**, below shall apply.

27.14.4 Where AT&T has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable and has presented a dispute as to those amounts (the "Previously Disputed Amounts") under **Section 28.2.2** of this Agreement, but neither Party has sought or requested Formal Dispute Resolution under **Section 28.3.3** of this Agreement, within sixty (60) days of the date of the letter initiating informal dispute resolution under **Section 28.2.2 (the "Informal Dispute Period")**, then SBC-AMERITECH shall notify AT&T and the Commission that unless the Previously Disputed Amounts are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to AT&T under this Agreement for which the Previously Disputed Amounts are outstanding (i.e. delinquent) shall be disconnected. This notice shall further specify that any of AT&T's Resale end users that will be affected by such disconnection shall be caused to be defaulted to SBC-AMERITECH local service. On the same day it sends the notice letter required by this **Section 27.14.4**, SBC-AMERITECH

will suspend acceptance of any order (other than a disconnect order) from AT&T for any resale service or network element that could be furnished under this Agreement. Furthermore, the provisions of **Sections 27.14.8 through 27.14.14** shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In **Section 27.14.8**, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "forty (40) days past the expiration of the 60-day Informal Dispute Period;"

(ii) In **Section 27.14.9**, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "forty-five (45) days past the expiration of the 60-day Informal Dispute Period;"

(iii) In **Section 27.14.10**, the parenthetical "(fifty (50) calendar days past the due date for such undisputed Unpaid Charges)" shall be deleted;

(iv) In **Section 27.14.11**, the parenthetical "(eighty (80) calendar days past the due date for AT&T's undisputed Unpaid Charges)" shall be deleted.

(v) Further, **Sections 27.14.8 through 27.14.14** shall be modified to read "Previously Disputed Amounts" where the phrase "Unpaid Charges" is found.

27.14.5 Where AT&T has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable following the conclusion of any Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to **Section 28.3.3** below, then, no sooner than fifteen (15) days after the Formal Dispute Resolution process has concluded, SBC-AMERITECH shall notify AT&T and the Commission that unless the amounts required to be paid to SBC-AMERITECH following the conclusion of the Formal Dispute Resolution process (**"FDR Amounts"**) are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to AT&T under this Agreement for which the FDR Amounts are outstanding (i.e. delinquent) shall be disconnected. This notice shall further specify that any of AT&T's Resale end users that will be affected by such disconnection shall be caused to be defaulted to SBC-AMERITECH local service. On the same day it sends the notice letter required by this **Section 27.14.5**, SBC-AMERITECH will suspend acceptance of any order (other than a disconnect order) from AT&T for any resale service or network element that could be furnished under this Agreement. For purposes of this **Section 27.14.5**, "conclusion" of the

Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to **Sections 28.3**, above shall occur on the day any ruling, order or award in that process becomes final and nonappealable. Furthermore, the provisions of **Sections 27.14.8 through 27.14.14** shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In **Section 27.14.8**, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "forty (40) days past the conclusion of the Formal Dispute Resolution process;"

(ii) In **Section 27.14.9**, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "forty-five (45) days past the conclusion of the Formal Dispute Resolution process;"

(iii) In **Section 27.14.10**, the parenthetical "(fifty (50) calendar days past the due date for such undisputed Unpaid Charges)" shall be deleted;

(iv) In **Section 27.14.11**, the parenthetical "(eighty (80) calendar days past the due date for AT&T's undisputed Unpaid Charges)" shall be deleted.

(v) Further, **Sections 27.14.8 through 27.14.14** shall be modified to read "FDR Amounts" wherever the phrase "Unpaid Charges" is found.

27.14.6 If AT&T fails to pay when due, any and all charges, including any applicable interest, that are billed to AT&T for resale services and network elements furnished under this Agreement and are not disputed under **Section 28.2.2** ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the due date, SBC-AMERITECH shall notify AT&T in writing that in order to avoid having service disconnected, AT&T must remit all such Unpaid Charges to SBC-AMERITECH. With respect to resale services and network elements, SBC-AMERITECH will notify AT&T that such Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that AT&T must remit payment within fourteen (14) calendar days from AT&T receipt of SBC-AMERITECH's notice, except as otherwise provided in **Section 28.2.2**, governing bona fide billing disputes of unpaid amounts. No payment made by AT&T following notice by SBC-AMERITECH as provided in this Section shall prejudice or otherwise adversely affect AT&T's right to dispute the Unpaid Charges, once paid, pursuant to **Section 28.2.1**, below.

27.14.7 If any undisputed Unpaid Charges for resale services or network elements remain unpaid twenty-nine (29) calendar days past the due date of such

Unpaid Charges, SBC-AMERITECH shall notify AT&T and the Commission that unless all such Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to AT&T under this Agreement for which undisputed Unpaid Charges are outstanding (i.e., delinquent) shall be disconnected. This notice shall further specify that for any of AT&T's Resale end Users whose local service will be so disconnected, SBC-AMERITECH shall cause such Resale end Users to be defaulted to SBC-AMERITECH local service. On the same day that it sends the letter required by this **Section 27.14.7**, SBC-AMERITECH will suspend acceptance of any order (other than a disconnect order) from AT&T for any resale service or network element that could be furnished under this Agreement.

27.14.8 If any undisputed Unpaid Charges for resale services or network elements remain unpaid forty (40) calendar days past the due date of the undisputed Unpaid Charges, AT&T shall, at its sole expense, notify its end users and the Commission that the end users' service will be disconnected due to AT&T's failure to pay such Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) calendar days of the notice date. This notice shall also advise AT&T's Resale end users that SBC-AMERITECH may assume the end user's account at the end of the five (5) calendar day period should the end user fail to select a new Local Service Provider in the interim

27.14.9 If any undisputed Unpaid Charges for resale services or network elements furnished to AT&T under this Agreement remain unpaid forty-five (45) calendar days past the due date of such Unpaid Charges, SBC-AMERITECH shall disconnect the resale services or network elements for which such undisputed charges remain unpaid. On the same date that such resale services are disconnected, SBC-AMERITECH shall cause Resale end users of the services disconnected in accordance with this Section that have not selected another local service provider to be transferred directly to SBC-AMERITECH's local service. To the extent available at retail from SBC-AMERITECH, the Resale end users transferred to SBC-AMERITECH's local service shall receive the same services provided through AT&T immediately prior to the time of transfer. SBC-AMERITECH shall inform the Commission of the names of all Resale end users transferred through this process. Applicable conversion charges and service establishment charges prescribed by this Agreement for transferring Resale end users from AT&T to SBC-AMERITECH as specified in this **Section 27.14.9** shall be billed to, and paid by, AT&T.

27.14.10 Within five (5) calendar days after the transfer (fifty (50) calendar days past the due date for such undisputed Unpaid Charges), SBC-AMERITECH shall notify all transferred Resale end users that because of AT&T's failure to pay SBC-AMERITECH, their local service is now being provided by SBC-AMERITECH. SBC-AMERITECH shall also notify each transferred Resale end user that the Resale end user has thirty (30) calendar days to select a new Local Service Provider.

27.14.11 If any Resale end user transferred to SBC-AMERITECH's local service pursuant to **Section 27.14.9** of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to SBC-AMERITECH's local service (eighty (80) calendar days past the due date for AT&T's undisputed Unpaid Charges), SBC-AMERITECH shall terminate that Resale end user's service. SBC-AMERITECH shall notify the Commission of the names of all such end users whose service has been terminated pursuant to this **Section 27.14.11**. The transferred Resale end user shall be responsible for any and all charges incurred during the selection period.

27.14.12 SBC-AMERITECH may discontinue service to AT&T as provided in **Section 27.14.9** of this Agreement only after SBC-AMERITECH has sent all notices it is required to send as provided in **Article XXVIII**, if any, and this **Section 27.14**, and shall have no liability to AT&T or AT&T's end users in the event of such disconnection.

27.14.13 Nothing in this Agreement shall be interpreted to obligate SBC-AMERITECH to continue to provide service to any transferred end user beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC-AMERITECH has with regard to such end users.

27.14.14 Once all notices SBC-AMERITECH is required to send under this **Section 27.14** have been sent, SBC-AMERITECH shall not be required to accept any order (other than a disconnect order) relating to resale services or network elements from AT&T until: (i) all undisputed Unpaid Charges for resale services and network elements under this Agreement are paid, and (ii) AT&T has furnished AMERITECH a deposit calculated pursuant to the terms and conditions of **Section 19.20** (Deposits) of this Agreement.

27.15 Customer Usage Data – Introduction.

27.15 This Section Customer Usage Data sets forth the terms and conditions for SBC-AMERITECH's provision of usage data (as defined in this Article) to AT&T. Usage Data will be provided by SBC-AMERITECH to AT&T when AT&T purchases Network Elements or Resale services from SBC-AMERITECH.

27.15.1 General Requirements for Customer Usage Data

27.15.1.1 SBC-AMERITECH's provision of Usage Data to AT&T will be in accordance with the Performance Metrics to be developed by AT&T and SBC-AMERITECH during and as part of the implementation and testing process. SBC-AMERITECH's performance based on such Performance Metrics will begin to be measured and reported at the time AT&T begins providing local service to customers, but SBC-AMERITECH's provision of Usage Data will not be required to meet such

Performance Metrics until six (6) months after AT&T begins providing local services to customers.

27.15.1.2 SBC-AMERITECH will retain Usage Data as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000**,** or as otherwise agreed to by the Parties, subject to applicable laws and regulations.

27.15.2 Customer Usage Data Specifications

27.15.2.1 SBC-AMERITECH will provide all usage data for AT&T's customers using the SBC-AMERITECH-provided Network Element(s) or Resale services. Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SBC-AMERITECH facilities and contracted by SBC-AMERITECH;
- calls to directory assistance where SBC-AMERITECH provides such service to an AT&T customer;
- calls completed via SBC-AMERITECH-provided operator services where SBC-AMERITECH provides such service to AT&T's local service customer;
- records will include complete call detail and complete timing information for Network Elements and Resale services;
- Station-level detail for SBC-AMERITECH-provided CENTREX and PLEXAR families of services for Resale services.

SBC-AMERITECH will provide Usage Data for completed calls only for Network Elements that SBC-AMERITECH records (e.g., unbundled local switching, but not loops). SBC-AMERITECH will provide Usage Data for completed calls for Resale services offerings that SBC-AMERITECH records for itself (e.g., Local Measured Service.)

27.15.2.2 SBC-AMERITECH will provide to AT&T Usage Data for AT&T customers only. SBC-AMERITECH will not submit other carrier local usage data as part of the AT&T Usage Data.

27.15.3 Customer Usage Data Format

27.15.3.1 SBC-AMERITECH will provide Usage Data in the OBF Exchange Message Interface (**"EMI"**) format and by category, group and record type, as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties

27.15.3.2 SBC-AMERITECH will include the Working Telephone Number (**"WTN"**) of the call originator on each EMI call record.

27.15.3.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

27.15.3.4 For Resale services, SBC-AMERITECH will daily provide AT&T with daily recordings which will permit it to render end user bills. For Network Elements only, SBC-AMERITECH will daily provide AT&T with daily recordings that will permit it to render end user bills and interLATA and intraLATA access bills. All recordings pursuant to this Section will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties

27.15.3.4.1 For the transmissions of such records, AT&T will pay to SBC-AMERITECH a per-record charge set forth in the **Pricing Schedule**.

27.15.4 Usage Data Reporting Requirements

27.15.4.1 SBC-AMERITECH will segregate and organize the Usage Data in a manner agreeable to both Parties.

27.15.4.2 SBC-AMERITECH will provide segregated Usage Data to AT&T locations as agreed to by the Parties.

27.15.4.3 SBC-AMERITECH will transmit formatted Usage Data to AT&T over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

27.15.4.4 AT&T and SBC-AMERITECH will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

27.15.4.5 SBC-AMERITECH will provide Usage Data to AT&T daily (Monday through Friday) on a daily time schedule to be determined by the Parties.

27.15.4.6 SBC-AMERITECH will establish a single point of contact to respond to AT&T call usage, data error, and record transmission inquiries.

27.15.4.7 Changes to the Usage Data EMI format, content, and transmission processes will be tested prior to implementation as mutually agreed by both Parties.

27.16 Alternatively Billed Calls-Resale Services and Network Elements.

27.16.1 Calls that are placed using the services of SBC-AMERITECH or another LEC or LSP and billed to a Resale service line or to an Network Element (e.g., switch port) of AT&T are called "Incollects." Calls that are placed using a AT&T Resale service line or Network Elements (e.g., switch port) and billed to a SBC-AMERITECH line or other LEC or LSP are called "Outcollects."

27.16.2 Outcollects: SBC-AMERITECH will provide to AT&T the unrated message detail that originates from an AT&T subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SBC-AMERITECH has agreed to transmit such data on a daily basis. AT&T as the Local Service Provider (**"LSP"**) will be deemed the earning company and will be responsible for rating the message at AT&T tariffed rates and AT&T will be responsible for providing the billing message detail to the billing company for end user billing. AT&T will be compensated by the billing company for the revenue it is due. A per-message charge for SBC-AMERITECH's transmission of Outcollect messages to AT&T is applicable, and SBC-AMERITECH will bill AT&T for the transmission charge set forth in the **Pricing Schedule**. In addition, for Resale services, AT&T will compensate SBC-AMERITECH for the receipt of the IntraLATA toll message.

27.16.3 Incollects: For messages that originate from a number other than the billing number and that are billable to AT&T customers (**"Incollects"**), SBC-AMERITECH will provide the rated messages it receives from the CMDS1 network or which SBC-AMERITECH records (non-ICS) to AT&T for billing to AT&T's end-users. SBC-AMERITECH will transmit such data on a daily basis. SBC-AMERITECH will credit AT&T the Billing and Collection (**"B&C"**) fee set forth in the **Pricing Schedule** for billing the Incollects. AT&T and SBC-AMERITECH have stipulated that a per message charge for SBC-AMERITECH's transmission of Incollect messages to AT&T is applicable, and SBC-AMERITECH will bill AT&T for the transmission charge set forth in the **Pricing Schedule**.

27.17 Charges for Ancillary Functions.

27.17.1 Any SBC-AMERITECH charges for ancillary functions shall be billed consistent with the provisions of **Article XXVII** of this Agreement.

27.17.2 Any SBC-AMERITECH charges for ancillary functions must be specifically documented consistent with **Article XXVII** of this Agreement.

27.17.3 AT&T may request that certain of these charges for ancillary functions be included in separate connectivity bills sent to separately designated billing addresses.

ARTICLE XXVIII
AUDIT RIGHTS, DISPUTED AMOUNTS AND DISPUTE RESOLUTION

28.0 Audit Rights, Disputed Amounts and Dispute Resolution.

28.1 Audit Rights.

28.1.1 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 each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the audit shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of: (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Effective Date), and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. 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 during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

28.1.2 Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the 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.

28.1.3 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 percent (1½%) 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, AT&T shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by SBC-AMERITECH to AT&T within ten (10) months of the date such usage was incurred.

28.1.4 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.

28.1.5 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 28.1.1**. Any additional audit shall be at the requesting Party's expense.

28.2 Billing Disputes.

28.2.1 Billing Disputes Related to Paid Amounts.

28.2.1.1 In order for a Billed Party to dispute all or a portion of amounts it has previously paid, it must:

28.2.1.1.1 within eleven (11) months of AT&T's receipt of the bill* in question, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned); and

*For purposes of this Section 28.2.1.1.1, a Billed Party may dispute all or portion of backbilled amounts previously paid within twelve (12) months of the date of issuance of the backbill.

28.2.1.1.2 follow the dispute resolution procedures set forth in Section 28.2.3.

28.2.1.2 If a Billed Party brings a dispute pursuant to this **Section 28.2**, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to **Section 28.2.3** or **Section 28.3**, in favor of the Billed Party, the Billing Party shall, no later than the second bill date after the resolution of the dispute, for that portion of the paid Disputed Amounts resolved in favor of the Billed Party, including credit for interest assessed or applied with respect to such portion of the paid Disputed Amounts, if any, thereon. Such interest shall be computed under **Article XXVII, 27.13** as if such portion of the paid Disputed Amount became past due from the Billing Party on the same date the Disputed Amount was paid by the Billed Party.

28.2.2 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements.

28.2.2.1 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 "Billed Party") shall, five (5) business days prior to the applicable due date, advise the Billing Party in writing of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billed Party written notice of the amount disputed, specific details and reasons for disputing each item(including, without limitation, as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), and pays to SBC-Ameritech all undisputed unpaid charges by their applicable due date. The notice shall be identified as arising under this **Section 28.2.2**. All disputes must be in good faith and have a reasonable basis.

28.2.2.2 The Billed Party shall pay: (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in **Section 28.2.2.4** below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

28.2.2.2.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

28.2.2.2.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

28.2.2.2.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.

28.2.2.2.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:

28.2.2.2.5 The escrow account must be an interest bearing account;

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

28.2.2.2.7 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;

28.2.2.2.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

28.2.2.2.9 Disbursements from the escrow account shall be limited to those:

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

28.2.2.2.9.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of **Sections 28.3**; or

28.2.2.2.9.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to **Section 28.3**.

28.2.2.3 Disputed Amounts in escrow shall be subject to interest as set forth in **Section 27.13**.

28.2.2.4 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by **Section 28.2.2.2**, above, if: (i) does not have a proven history of late payments and has established a minimum of twelve (12) consecutive months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute), and (ii) the Billed Party has not filed more than three (3) previous billing disputes that were resolved in Billing Party's favor within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute.

28.2.2.5 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Informal Billing Dispute Resolution provisions set forth in **Section 28.2.3**.

28.2.2.6 If the Billed Party disputes any charges in accordance with Section 28.2, and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:

28.2.2.6.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;

28.2.2.6.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any interest assessed or applied with respect thereto; and

28.2.2.6.3. Within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any interest that would have been assessed pursuant to **Section 27.13** had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any interest assessed or applied with respect thereto.

28.2.3 Informal Billing Dispute Resolution Process.

28.2.3.1 Within five (5) days after delivery of the notices of dispute described in **Section 28.2**, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the billing dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize alternative dispute resolution procedures such as mediation to assist in the negotiations.

28.2.3.2 If the Parties are unable to resolve the dispute through the informal procedures described above in **Section 28.2.3.1**, then either Party may invoke the formal Dispute Resolution Process set forth in **Section 28.3.3** after

providing the other at least ten (10) days prior written notice of its intent to do so. Unless the Parties otherwise agree, a Party may give notice of its intent to invoke the procedures of **Section 28.3.3** no earlier than sixty (60) days after the date of the notices of dispute described in **Section 28.2**, initiating informal billing dispute resolution under this Section of the Agreement.

28.3 Dispute Escalation and Resolution.

28.3.1 General.

28.3.1.1 Purpose. This **Section 28.3** is intended to provide for the expeditious resolution of all disputes between SBC-AMERITECH and AT&T arising under this Agreement, and to do so in a manner that permits uninterrupted high quality services to be furnished to each Party's Customers. Notwithstanding the procedures in this **Section 28.3**, in no event shall the parties disrupt service to any AT&T customer or SBC-AMERITECH customer pending the resolution of a dispute. Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. Dispute Resolution shall commence upon one Party's receipt of written notice, which notice shall be identified as being brought pursuant to this section, of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party.

28.3.1.2 Non-Exclusive Remedy.

28.3.1.2.1 Dispute resolution under the procedures provided in this **Section 28.3** shall be the preferred, but not the exclusive, remedy for all disputes between SBC-AMERITECH and AT&T arising out of this Agreement or its breach. Notwithstanding anything to the contrary provided herein, each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in **Section 28.3.2**, below (or with respect to billing disputes, the Informal Billing Dispute Resolution process set forth in **Section 28.2.3**, above) have been followed, in good faith, by the Party commencing such action or complaint.

28.3.1.2.2 Nothing in this **Section 28.3** shall limit the right of either SBC-AMERITECH or AT&T to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration

proceeding (but prior to a decision being rendered) brought pursuant to this **Section 28.3**. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.

28.3.2 Informal Dispute 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 **Section 28.3.** 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 a knowledgeable, responsible 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. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration, lawsuit or other proceeding described below without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in an arbitration, lawsuit or other proceeding. If the Parties are unable to resolve issues related to a Dispute within fifteen (15) days after receipt by one Party of notice of a Dispute, (or within sixty (60) days after receipt by one Party of notice of a billing dispute under **Section 28.2**, above) the Parties shall follow the procedures set forth in **Section 28.3.3**, below.

28.3.3 Formal Dispute Resolution. In the event of a Dispute between SBC-AMERITECH and AT&T arising under this Agreement that is not resolved pursuant to **Section 28.3.2**, above (or with respect to billing disputes, pursuant to **Section 28.2.3**, above), either Party may invoke the formal Dispute Resolution procedures described in this **Section 28.3.3**.

28.3.3.1 Claims Subject to Commercial Arbitration. Claims will be subject to arbitration pursuant to **Section 28.3.3.2** if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction.

28.3.3.2 Procedures Governing Commercial Arbitration.

28.3.3.2.1 Selection of Provider of Arbitration Services. Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single arbitrator appointed by a provider of arbitration services to which the Parties agree. If the Parties are unable to agree upon a provider of arbitration services for

the arbitration of their first dispute, if any, under this Agreement, then the provider shall be J.A.M.S./Endispute. If the Parties are unable to agree upon a provider of arbitration services for the arbitration of their next dispute, if any, under the Agreement, then the provider of arbitration services for that arbitration shall be the American Arbitration Association. Thereafter, if the Parties are unable to agree to the provider of arbitration services for subsequent disputes that may arise under the Agreement, the provider shall alternate between the American Arbitration Association and J.A.M.S./Endispute. Applicable commercial arbitration rules of the provider selected or determined under this Section shall govern the proceeding before an arbitrator appointed by that provider.

28.3.3.2.2 Qualification of Arbitrator; Timing. Regardless of which provider is used under **Section 28.3.3.2.1**, above, the arbitrator appointed shall be knowledgeable of telecommunications issues. The arbitration hearing will be requested to commence within twenty-five (25) calendar days of the demand for arbitration. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within fifteen (15) calendar days after the deadline for the filing of the briefs.

28.3.3.2.3 Duties and Powers of the Arbitrator. The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

28.3.3.2.4 Discovery. There shall be no discovery except of the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. SBC-AMERITECH and AT&T shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either SBC-AMERITECH or AT&T may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between SBC-AMERITECH and AT&T, and such resolution with respect to the need, scope, manner and timing of discovery shall be final and binding.

28.3.3.2.5 Privileges. The Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity doctrine.

28.3.3.2.6 Location of Hearing. Each arbitration between AT&T and SBC-AMERITECH will be held in Chicago, Illinois, unless otherwise agreed by the Parties.

28.3.3.2.7 Decision.

28.3.3.2.7.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

28.3.3.2.7.2 The Arbitrator's award shall be binding with respect to those rights and liabilities of the Parties under the Agreement addressed in the award, unless the award is reversed, vacated, or modified on appeal by the Commission pursuant to this **Section 28.3.3.2.7** below, or by a court of competent jurisdiction.

28.3.3.2.7.3 Within fifteen (15) days of the decision and award, the Arbitrator's decision must be submitted to the Commission for review. Each Party must also submit its position on the award and statement as to whether the Party agrees to be bound by it or seeks to challenge it.

28.3.3.2.7.4 The Commission will determine whether to review the dispute within fifteen (15) days of the date of receipt of the decision submitted for review. If the Commission does not exercise its jurisdiction within fifteen (15) days of receipt, the Arbitrator's decision and award shall be final and binding on the Parties. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

28.3.3.2.8 Fees.

28.3.3.2.8.1 The Arbitrator's fees and expenses that are directly related to a particular proceeding arising out of a dispute under the terms and conditions of this Agreement and raised pursuant to the procedures set out in this Section 28.3 shall be paid by the losing Party. The Arbitrator shall determine which Party is the losing Party for purposes of this provision. In cases where the Arbitrator determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator shall, in his or her discretion, apportion the Arbitrator's fees and expenses to reflect the relative success or failure of each Party. Those Arbitrator fees and expenses not directly related to a particular proceeding shall be shared equally. Arbitrator's fees and expenses under this provision include the Arbitrator's per hour, per diem or per-proceeding fee, as established before the proceeding begins (or as subsequently presented to and agreed to by the Parties), any conference room rental costs and administrative fees billed by the Arbitrator’s association, and any properly documented travel or other expenses incurred by the Arbitrator pursuant to his or her employment agreement with the Parties. In no event, shall the Arbitrator's fees and expenses under this provision include fees or costs incurred by the Parties, including, by

way of example, attorneys' fees, copying costs, expert fees and expenses, travel expenses, and other such costs.

28.3.3.2.8.2. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

28.3.3.2.9 Confidentiality. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either party, unless it is subject to being safeguarded as proprietary, trade secret or confidential information, in which event the procedures for disclosure of such information shall apply.

ARTICLE XXIX
REGULATORY APPROVAL

29.0 Regulatory Approval.

29.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. Each Party agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act over the objection of such Party. 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. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

29.2 Tariffs. The Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff SBC-AMERITECH may file. The Parties agree that AT&T is not precluded from ordering products and services available under any effective SBC-AMERITECH tariff or any tariff that SBC-AMERITECH may file in the future assuming AT&T satisfies all conditions that might be contained in such tariff.

29.3 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 legally binding legislative, regulatory, or 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 or arbitration award 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, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority. In the event that such new terms are not renegotiated within ninety (90) days

after such notice, or if at any time during such 90-day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in **Section 28.3** of this Agreement. For purposes of this Section 29.3, legally binding means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed. 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.,* 119 S. Ct. 721 (1999) 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 became effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which became effective 120 days following publication of such Order in the Federal Register (May 17, 2000). 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 Section 29.3.

29.4 Regulatory Changes. If any legally binding legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in Section 29.3) materially affects any material term of this Agreement or materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, upon written notice, 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. In the event that such new terms are not renegotiated within ninety (90) days after such notice, or if at any time during such 90-day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in **Section 28.3** of this Agreement. For purposes of this Section 29.4, legally binding means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

29.5 Proxy Rates. In the event the initial rates under this Agreement are "proxy rates" established by the FCC or the Commission, the Parties are to substitute rates later established by the FCC or Commission under procedures consistent with the Act and any Order of the FCC or Commission.

29.6 Option to Obtain Local Services or Network Elements Under Other Agreements.

29.6.1 SBC-AMERITECH will make available a list of all the interconnection agreements it has in effect with other carriers. This list will include the following information: (1) the Commission docket number associated with each agreement; (2) its date of approval; (3) the parties to the agreement; and (4) whether the agreement is available on the Inside Ameritech Regulatory Information internet web site or any successor web site thereto. SBC-AMERITECH will provide the initial list of interconnection agreements within thirty (30) days of the Effective Date of this Agreement and shall update the list within fifteen (15) days of the date that SBC-AMERITECH enters into any new agreement. To the extent that any **effective** SBC-AMERITECH interconnection agreement for the state of Michigan is or becomes unavailable on the Inside Ameritech Regulatory Information internet site (or successor site thereto), SBC-AMERITECH shall make such agreement available for inspection by AT&T either electronically or in a hard copy format. To the extent required by Section 252(i) of the Act, regulations thereunder and relevant court decisions, SBC-AMERITECH shall make available to AT&T, without unreasonable delay, any Interconnection, service or Network Element contained in any agreement to which SBC-AMERITECH is a party that has been filed and approved by the Commission pursuant to Section 252 of the Act.

29.6.2 Any dispute between the Parties concerning any election or exercise of an option by either Party under this Section 29 shall be resolved pursuant to **Section 28.3**.

ARTICLE XXX
MISCELLANEOUS

30.0 Miscellaneous.

30.1 Authorization.

30.1.1 SBC-AMERITECH (Michigan Bell Telephone Company d/b/a Ameritech Michigan) is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder**.**

30.1.2 AT&T 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. AT&T represents and warrants to SBC-AMERITECH that it has been certified as an LEC by the Commission and is authorized to provide in the State of Michigan the services it has contracted to provide herein.

30.2 Designation of Affiliate. Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as primary 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.

30.3 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 the performance of such obligation and be solely responsible for payments due its subcontractors. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

30.4 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.

30.5 Force Majeure. Except as otherwise specifically provided in this Agreement, no Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section 30.5: (i) by the acts or omission of a Party's subcontractors, materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

30.6 Governing Law. Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules, and Regulations and orders interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements,

functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Chicago, Illinois and Detroit, Michigan.

30.7 Taxes.

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

30.7.2 With respect to any purchase of Interconnection, Resale Services, Network Elements on an unbundled basis, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law and tariffs to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party, and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:

30.7.2.1 Taxes for which the purchasing Party is liable. With respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.

30.7.2.2 Taxes for which the providing Party is liable. With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in **Section 27.2.3**.

30.7.2.3 Notwithstanding Section 30.7.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four (4) years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this section, the purchasing party must be notified of the audit determination from which the surcharge results, within thirty (30) days of the notice of proposed adjustment but in no

event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.

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

30.7.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in **Section 30.7.2** and all Subsections thereunder, and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

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

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

30.7.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law as reflected in

appropriate tariff(s) excludes or exempts a purchase of Interconnection, Resale Services, Network Elements on an unbundled basis, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party: (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate, and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

30.7.8 With respect to any Tax or Tax controversy covered by this Section 30.7, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and as reflected in appropriate tariff(s) and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

30.7.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 30.7 shall be sent in accordance with Section 30.10 hereof.

30.8 Non-Assignment. Neither Party may 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 the other Party; provided that each Party may assign or transfer this Agreement to an Affiliate in accordance with Section 30.2 by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee. For purposes of this paragraph, and by way of clarification, if SBC-AMERITECH directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns or transfers ownership or control of all or any portion of its telephone exchanges that are covered by this Agreement to any purchaser, operator or other transferee (collectively, a **"Transfer"**), and such Transfer would negatively affect AT&T's ability to serve its then-existing end users within such telephone exchanges pursuant to this Agreement (excluding any affect on the costs to AT&T to serve its then-existing end users), such a Transfer shall be considered a transfer subject to this paragraph, unless it is approved by the Commission, in which case it shall not be considered subject to this paragraph.

30.8.1 Intentionally left blank.

30.8.2 If during the Term, SBC-AMERITECH sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, SBC-AMERITECH shall provide AT&T not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, AT&T acknowledges that SBC-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, and that AT&T must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30.9 Non-Waiver. 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. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

30.10 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 30.10, to the following addresses of the Parties:

To AT&T:

AT&T
222 West Adams Street, 11th Floor
Chicago, Illinois 60606
Attn.: Kathryn Massura, District Manager – Interconnection Agreements
Facsimile: (312) 230-8100

with a copy to:

AT&T
222 West Adams Street, 15th Floor
Chicago, Illinois 60606
Attn.: Michael W. Tye, Vice President - Law & Government Affairs
Facsimile: (312)

To SBC/Ameritech:

Contract Administration
ATTN: Notices Manager
311 S. Akard, 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Telephone No: 214-464-1933
Facsimile No: 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) five (5) days after mailing in the case of first class or certified U.S. mail or (iv) with respect to facsimile, 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.

30.11 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.

30.12 Intellectual Property.

30.12.1 Except for a license to use any facilities or equipment (including software) or to receive any service associated with a Network Element as provided in this Agreement, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trademark, service mark, trade secret, or proprietary interest or intellectual property interest, now or hereafter owned, controlled or licensable by either Party.

30.12.2 **"Immediate Notice"** or **"Notice,"** for purposes of Section 30.12, means a communication from one Party to a designated employee or agent of the other Party through a confirmed form of communication, and made within one business day of discovery of the fact.

30.12.3 The Parties to this Agreement recognize that third party vendors, not a party to this Agreement, may hold intellectual property rights in the facilities or equipment utilized in providing Network Elements.

30.12.4 As the Incumbent Local Exchange Carrier, SBC-AMERITECH agrees and stipulates to the following obligations and duties arising from the Act:

30.12.4.1 SBC-AMERITECH agrees that it is obligated to use its best efforts to provide all features and functionalities of each Network Element, including any associated intellectual property rights that are necessary for AT&T to use the Network Elements in the same manner. In particular, SBC-AMERITECH must exercise its best efforts to obtain co-extensive Third Party Intellectual Property rights needed for CLECs to utilize network elements in the same manner as SBC-AMERITECH that are equal in quality to the Third Party Intellectual Property rights that SBC-AMERITECH obtains for itself, even if those rights are more than those currently in use by SBC-AMERITECH.

30.12.4.2 SBC-AMERITECH agrees that as the seller/lessor of Network Elements, it is in the best position to identify any and all third party intellectual property interests contained in and associated with the sale of the Network Elements.

30.12.4.3 SBC-AMERITECH agrees that due to its privity to third parties resulting from SBC-AMERITECH's current license for intellectual property, and due to complications of non-disclosure clauses which may be contained in these license agreements, SBC-AMERITECH together with its third party vendors, is in the best position to determine whether present third party agreements contemplate AT&T's purchase/lease of the Network Elements.

30.12.4.4 SBC-AMERITECH agrees that due to its privity to third parties, it is for the benefit of all parties that SBC-AMERITECH will negotiate extensions of all current intellectual property licenses involved with a Network Element.

30.12.4.5 SBC-AMERITECH shall, utilizing its best efforts, seek extensions of agreements for use of intellectual property owned by third parties and associated with Network Elements to include the same use of said intellectual property by AT&T.

30.12.4.6 SBC-AMERITECH warrants that when it is unable to obtain an extension of an agreement for third party intellectual property rights with respect to a particular Network Element, it will provide Immediate Notice to AT&T that it was unable to obtain such extension.

30.12.5 When SBC-AMERITECH is unable to obtain extensions of agreements for third party intellectual property rights, the following terms shall apply:

30.12.5.1 SBC-AMERITECH shall provide Immediate Notice to AT&T upon discovering that AT&T's use of a Network Element utilizes third party intellectual property in a manner exceeding the scope of the license granted to SBC-AMERITECH. Such Notice shall identify the specific feature or functionality that it is unable to provide as well as identify any and all related features and funcitonalities affected by such failure.

30.12.5.2 AT&T, upon notice from SBC-AMERITECH, shall not attempt to make use of a Network Element for which it does not have an intellectual property license.

30.12.5.3 SBC-AMERITECH shall reduce any charge to AT&T for any affected facility or equipment to reflect the diminution in value to AT&T of such facility or equipment absent the ability to use the affected intellectual property.

30.12.5.3.1 If the Parties are unable to reach an agreement on the reduced value of the network element to AT&T within thirty (30) days, then the Parties shall submit the issue to the Commission for determination.

30.12.5.4 SBC-AMERITECH shall provide AT&T, within five (5) Business Days of the Notice and in writing, with the specific acts taken by SBC-AMERITECH illustrating the use of its best efforts in obtaining the intellectual property rights.

30.12.5.5 AT&T, within ten (10) Business Days of receipt of the articulated grounds supporting SBC-AMERITECH's claim of best efforts, shall either accept SBC-AMERITECH's claim of best efforts or shall file a petition with the Commission seeking determination that SBC-AMERITECH failed to use its best efforts. In any case, if AT&T fails to respond to SBC-AMERITECH's claim of best efforts within ten (10) Business Days after receipt, AT&T shall have waived any claim with respect to SBC-AMERITECH's use of its best efforts.

30.12.5.6 SBC-AMERITECH shall indemnify and hold AT&T harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use of any facilities or equipment (including software) used by SBC-AMERITECH in performance of this Agreement infringes, misappropriates or otherwise violates the intellectual property rights of any third party up to and including such time as SBC-AMERITECH gives AT&T Notice.

30.12.5.7 AT&T shall indemnify and hold SBC-AMERITECH harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use of any facilities or equipment (including software) used by SBC-AMERITECH in performance of this Agreement infringes, misappropriates or otherwise violates the intellectual property rights of any third party after such time as SBC-AMERITECH gives AT&T Notice.

30.12.6 The following provisions shall apply when AT&T seeks to use third party vendor's intellectual property in a manner differing from the manner used by SBC-AMERITECH:

30.12.6.1 Upon the written request of AT&T, SBC-AMERITECH shall disclose within five (5) Business Days of the request and in writing, (i) the name of the party owning, controlling or licensing such intellectual property, (ii) the facilities or

equipment associated with the intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing SBC-AMERITECH's use of the intellectual property. To the extent SBC-AMERITECH is prohibited by confidentiality of other provisions of an agreement or license from disclosing to AT&T any relevant agreement or license, SBC-AMERITECH shall immediately: (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by the disclosure to SBC-AMERITECH.

30.12.6.2 AT&T shall seek license directly from a third party, when it seeks to use a Network Element in a manner other than that used by SBC-AMERITECH.

30.12.6.3 AT&T shall incur the full cost of negotiating a license for use of intellectual property different from that of SBC-AMERITECH.

30.12.7 SBC-AMERITECH shall not enter into any agreements with third party vendors, including renewal or extensions of existing agreements, to purchase, lease or otherwise use facilities or equipment (including software) associated with Network Elements unless such third party (and its licensors, if any) has agreed in writing to: (i) grant such rights as are sufficient to permit SBC-AMERITECH to provide the Network Elements to Competing Local Exchange Carriers and (ii) permit Competing Local Exchange Carriers access to such agreement under the same terms and conditions as those that apply to SBC-AMERITECH.

30.12.8 SBC-AMERITECH shall not facilitate or initiate an action against AT&T for impeding its proprietary interests in facilities or equipment (including software) associated with a Network Element provided through this Agreement.

30.12.9 SBC-AMERITECH warrants that it has not and will not intentionally modify any existing agreement for any facilities or equipment (including software) in whole or in part to disqualify AT&T from using or interconnecting with such facilities or equipment (including software) pursuant to the terms of this Agreement.

30.12.10 The costs incurred by SBC-AMERITECH in obtaining license extensions shall be shared by the incumbent and competing local exchange carriers, such that all parties bear the same proportionate and reasonable costs associated with Network Elements.

30.12.11 In no event shall AT&T be responsible for obtaining any license or right to use agreement associated with any Network Element purchased from SBC-AMERITECH.

30.13 Branding. Services offered by AT&T that incorporate Network Elements made available by SBC-AMERITECH to AT&T pursuant to this Agreement, and SBC-AMERITECH services that AT&T offers for resale shall, at AT&T's sole discretion, be branded exclusively as AT&T services, or otherwise, as AT&T shall determine and as may be more specifically defined elsewhere in this Agreement. AT&T shall provide the exclusive interface to AT&T Customers in connection with the marketing, offering or provision of AT&T services, except as AT&T shall otherwise specify. In those instances where AT&T requires SBC-AMERITECH personnel to interface directly with AT&T Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing SBC-AMERITECH. All forms, business cards or other business materials furnished by SBC-AMERITECH to AT&T Customers shall be subject to AT&T's prior review and approval, and shall bear no corporate name, logo, trademark or tradename other than AT&T's or such other brand or brands as AT&T shall determine. In no event shall SBC-AMERITECH personnel acting on behalf of AT&T pursuant to this Agreement provide information to AT&T customers about SBC-AMERITECH products or services.

30.14 Nonexclusive Dealings. This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services not specifically provided herein.

30.15 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.

30.16 No License. No license under patents, copyrights or any other Intellectual Property right (other than the 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.

30.17 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**, **XXIII**, **XXV, XXVI**, and **XXVII**, **XXVIII, Sections 6.5, 10.11.3, 16.15, 16.17, 28.2, 28.3, 30.7, 30.11, and 30.14** and **Schedule 10.9.6.**

30.18 Scope of Agreement. This Agreement is entered into pursuant to Sections 251 and 252 of the Act and describes and enables arrangements including specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided in this Agreement. 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.

30.19 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.

30.20 Successor Rates. Certain of the rates, prices and charges set forth in the applicable Pricing Schedule have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) days after the date of such order or docket, the other Party may pursue its rights under **Section 28.3**.

30.21 Intentionally left blank.

30.22 Intentionally left blank.

30.23 Intentionally left blank.

30.24 Amendments and Modifications. No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The amendment or modification shall become effective upon approval of such Amendment by the appropriate Commission, unless otherwise agreed to by the Parties.

ARTICLE XXXI
AMERITECH COLLOCATION

31.1 Physical Collocation. AT&T shall provide to SBC-AMERITECH Physical Collocation in the LEC Access Equipment Room in AT&T's Wire Centers for equipment necessary for Interconnection (pursuant to **Article III**). AT&T shall provide SBC-AMERITECH Collocation only for the purpose of such Interconnection.

31.2 Eligible Equipment. SBC-AMERITECH may Collocate equipment necessary for Interconnection of the same type that it uses to provide Total Service Access[1] for AT&T.

31.3 Transmission Facility Options. SBC-AMERITECH may either purchase transmission facilities (and any necessary Cross-Connection) from AT&T or provide its own transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at AT&T's Premises.

31.4 Interconnection Points and Cables. AT&T shall:

31.4.1 provide SBC-AMERITECH an Interconnection point or points physically accessible by both SBC-AMERITECH and AT&T, at which the fiber optic cable carrying SBC-AMERITECH's circuits can enter AT&T's Premises; provided that AT&T shall designate Interconnection Points as close as reasonably possible to AT&T's Premises;

31.4.2 provide at least two (2) such Interconnection Points at AT&T's Premises at which there are at least two (2) entry points for SBC-AMERITECH's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points; and

31.4.3 permit SBC-AMERITECH Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission.

31.5 Allocation of Collocation Space.

31.5.1 AT&T shall not be required to lease or construct additional space in a Premises to provide SBC-AMERITECH Physical Collocation when existing space in such Premises has been exhausted.

31.5.2 SBC-AMERITECH will provide AT&T with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by

[1] Total Service Access is access services purchased by AT&T from SBC-AMERITECH to provide switched or dedicated access to AT&T Customers.

the Parties, in accordance with the planning processes agreed upon pursuant to **Article XII**. AT&T will attempt to deliver Collocation pursuant to SBC-AMERITECH's forecasts to the extent that Collocation space is then available.

31.5.3 The Parties expect that under normal conditions AT&T will have space available for SBC-AMERITECH to Interconnect with AT&T for purposes of terminating Local Traffic and IntraLATA Toll Traffic. However, should space not be available, AT&T will attempt to establish a POI at another mutually agreeable AT&T Wire Center which AT&T determines has available space and sufficient facilities for transporting traffic between AT&T Wire Centers at rates, terms and conditions to be negotiated by the Parties. If an alternative POI is not available in the LATA, the Parties will enter into good faith negotiations to establish an alternative method for SBC-AMERITECH to terminate Local Traffic and IntraLATA Toll Traffic on AT&T's network.

31.6 Subcontractor and Vendor Approval. AT&T shall allow SBC-AMERITECH to have an AT&T-approved subcontractor install updates to Collocated equipment, including software updates. Approval of such subcontractors by AT&T shall be based on the same criteria it uses in approving contractors for its own purposes.

31.7 Delivery of Collocated Space.

31.7.1 AT&T shall provide SBC-AMERITECH with a single point of contact for all inquiries regarding Collocation. If SBC-AMERITECH needs to install additional equipment in the LEC Access Equipment Room, SBC-AMERITECH shall request additional space for Collocation by delivering a written request to AT&T. Each request for Collocation shall include: (i) the Premises in which Collocation is requested, (ii) the interoffice transmission facilities SBC-AMERITECH will require for such space, (iii) the equipment to be housed in such space, and (v) the date on which SBC-AMERITECH intends to initiate service from such space. AT&T shall notify SBC-AMERITECH in writing within ten (10) Business Days of receiving SBC-AMERITECH's request for Collocation as to whether the requested space is available. If intraoffice facilities will not be available for Collocation of initial service within three (3) months after receipt of SBC-AMERITECH's request for space pursuant to this Section, then AT&T shall provide written notification, within ten (10) Business Days after the receipt of such request, as to when the intraoffice facilities will be made available.

31.7.2 Physical Collocation.

31.7.2.1 If additional space for Physical Collocation is immediately available at the time of SBC-AMERITECH's request, AT&T shall include in its notice to SBC-AMERITECH: (i) the space to be provided, and (ii) whether AT&T can deliver the space to SBC-AMERITECH by the date set forth in Section 31.7.2.3.

31.7.2.2 If SBC-AMERITECH's requested Physical Collocation space is available, SBC-AMERITECH and AT&T shall have an initial walkthrough of such space within ten (10) Business Days after AT&T confirms that the requested space is available.

31.7.2.3 AT&T shall deliver to SBC-AMERITECH the requested space on or before the later of: (i) one hundred twenty (120) days from AT&T's receipt of SBC-AMERITECH's request for Collocation or (ii) such other reasonable date that the Parties may agree upon if it is not feasible for AT&T to deliver to SBC-AMERITECH such space within the foregoing intervals (such date of delivery referred to as the (**"Delivery Date"**).

31.7.2.4 Physical Collocation will be subject to the additional rules and regulations set forth in **Schedule 31.7**.

31.7.2.5 After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from AT&T. Exceptions that are noted during this acceptance walkthrough shall be corrected by AT&T within thirty (30) days after the walkthrough. AT&T shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions shall be at AT&T's expense, subject to any change orders requested by SBC-AMERITECH.

31.7.2.6 SBC-AMERITECH shall also be entitled to credits for delays by AT&T in provisioning space for Collocation, and for the inability of SBC-AMERITECH to use equipment located in space provided for Collocation as a result of the failure by AT&T to comply with its obligations under this Agreement, pursuant to terms and conditions agreed upon by the Implementation Team.

31.8 Pricing. The prices charged to SBC-AMERITECH for Collocation are set forth on the **Pricing Schedule**.

31.9 Billing. AT&T shall bill SBC-AMERITECH for Collocation pursuant to the requirements of **Article XXVII** of this Agreement.

31.10 Additional Requirements. The additional requirements set forth on **Schedule 31.10** shall be applicable to Physical Collocation.

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

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

31.11.2 SBC-AMERITECH shall comply at all times with security and safety procedures and existing requirements that are defined by AT&T and communicated to SBC-AMERITECH.

31.11.3 AT&T shall allow SBC-AMERITECH periodically to inspect or observe spaces which house or contain SBC-AMERITECH equipment or equipment enclosures and furnish SBC-AMERITECH with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured SBC-AMERITECH space, subject to Section 31.11.2 and **Article XX**.

31.11.4 AT&T shall furnish to SBC-AMERITECH a current written list of AT&T employees who AT&T authorizes to enter SBC-AMERITECH's Physical Collocation space, with samples of the identifying credentials to be carried by such persons.

31.11.5 AT&T shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that AT&T secures external access to spaces that house AT&T's equipment.

31.11.6 AT&T shall limit the keys used in its keying systems for SBC-AMERITECH's specific Physical Collocation space which contain or house SBC-AMERITECH equipment or equipment enclosures to its employees and representatives to emergency access only. SBC-AMERITECH shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that SBC-AMERITECH shall immediately provide AT&T with such new keys.

31.11.7 AT&T shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Wire Center.

31.12 Standards of Performance. AT&T shall provide Collocation to SBC-AMERITECH in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.

ARTICLE XXXII
PERFORMANCE MEASUREMENTS

32.0 Performance Measurements.

The Parties acknowledge that the Michigan Public Service Commission (**"Commission"**) in Case No. U-11830 adopted performance measurements and a remedy plan applicable to SBC-AMERITECH.

Accordingly, AT&T and SBC-AMERITECH agree that:

32.1 SBC-AMERITECH shall implement Performance Measurements and a remedy plan as determined by the Commission in Case No. U-11830 and any relevant successor dockets, as well as the state-specified Business Rules developed in relation to such Performance Measurements and remedy plan. To the extent the FCC issues an order related to Performance Measurements and remedies that expressly preempts the state's authority on these issues, either party may invoke its rights under **Article XXIX**. SBC-AMERITECH agrees to post the Business Rules on SBC-AMERITECH's Internet website.

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32.2 The Performance Measurements and remedy plan referred to herein, notwithstanding any provisions in any other Article or Schedule of this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that AT&T is entitled to any particular manner of access, nor is it evidence that SBC-AMERITECH is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

32.3 In addition to the exclusions described in the performance measures and Remedy Plan ordered by the Commission, SBC-AMERITECH shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as AT&T's agent for connection to SBC-AMERITECH's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

32.4 The Parties agree that Performance Measurements, remedy plan and Business Rules may be revised through the Collaborative Process, and the Parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized, and on a going

forward basis unless otherwise ordered by the Commission. In the event a Party disputes the adoption of a proposed revision in the Collaborative Process, the Party seeking such adoption may raise the issue with the Commission for resolution. Until a final Commission order resolving the issue is effective, the Parties agree to abide by the performance measures, Remedy Plan and Business Rules previously agreed to, adopted in the Collaborative Process, or ordered by the Commission. Nothing in this Article limits the rights of either Party to seek changes to Performance Measurements, Remedy Plan or Business Rules.

32.5 Each Party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from any Commission order in regard to Performance Measurements, Remedy Plan or Business Rules. It is SBC-AMERITECH'S position that compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such Party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the Performance Measures and remedy plan.

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32.6 Any payment by SBC-AMERITECH pursuant to the remedy plan described in this Article XXXII may be by either direct payment (such as a check) or by bill credit. If AT&T selects the direct payment option, AT&T shall submit the attached form. If AT&T does not submit the attached form, any payment shall be by bill credit.

Attachment 1: Ameritech – Michigan Performance Measurements Appendix
CLEC Identification and Remedy Payment Information Form

A complete and accurate CLEC Identification and Information Form is required to be submitted before any remedies may be processed for the CLEC, in accordance with the Ameritech – Michigan Performance Measurement Appendix. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity

☐ New ☐ Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

☐ Bill Credit ☐ Check

Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (414) 678-2550 or LSC, 804 N. Milwaukee, Floor 3, Milwaukee, WI 53202

Implementation of remedy payment calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your Ameritech Account Manager to obtain the additional forms.

Signed by: _____ Date: _____
Print Name: _____
Title: _____

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CLEC Identification and Remedy Payment Information Form

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☐ New ☐ Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

☐ Bill Credit ☐ Check

Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
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Signed by: _____ Date: _____

Print Name: _____

Title: _____

ARTICLE XXXIII
OPERATIONAL SUPPORT SYSTEMS

33.0 Operational Support Systems.

The Parties acknowledge that collaborative proceedings and other types of proceedings covering the subject of Operational Support Systems (**"OSS"**) are underway or are anticipated to commence before the Michigan Public Service Commission (**"Commission"**) and the FCC in which both AT&T and SBC-AMERITECH and/or SBC-AMERITECH, as represented by SBC Communications Inc. (collectively, **"SBC-AMERITECH"**), are participants.

Accordingly, AT&T and SBC-AMERITECH agree that:

33.1 SBC-AMERITECH shall provide access to OSS, as determined in relevant collaboratives and/or proceedings before the Commission and/or the FCC under the Federal Telecommunications Act of 1996 (including but not limited to state generic OSS proceedings, OSS proceedings established to effectuate merger conditions, and proceedings before these regulatory bodies regarding requests for authorization to provide originating in-region InterLATA services under Section 271 of the Telecommunications Act of 1996), and/or pursuant to any applicable commitment or settlement that SBC-AMERITECH makes during the course of such proceedings. It is SBC-AMERITECH's position that its provision of access to OSS or OSS functionality out of collaboratives and/or proceedings relative to merger conditions and Section 271 authorization may be conditioned on requesting carriers' (including AT&T's) acceptance of or adherence to certain terms and conditions (such as those contained in merger conditions orders and in Section 271 agreements or memoranda of understanding). AT&T expressly disagrees with SBC-AMERITECH's position. By executing this Agreement (or any Stipulation on OSS and Performance Measurements referencing this Agreement), neither Party waives its right to advance its position or contest the position of the other Party, whether in negotiations or dispute resolution procedures (including proceedings before judicial or regulatory bodies).

33.2 AT&T and SBC-AMERITECH shall negotiate in good faith contractual terms and conditions fully memorializing the results of such proceedings and/or commitments within thirty (30) days of the conclusion of such proceedings. If they fail to reach agreement on contractual terms and conditions fully memorializing the Commission and/or FCC proceeding results within thirty (30) days of the conclusion of such proceedings, AT&T and SBC-AMERITECH shall address any remaining issues preventing agreement pursuant to the Dispute Resolution Process set forth in **Section 28.3** of this Agreement.

33.3 As soon as possible following completion of negotiations and/or conclusion of the Dispute Resolution Process, AT&T and SBC-AMERITECH shall take steps

necessary to amend this Agreement by adding to this Article the contractual terms and conditions agreed to by the Parties and/or resulting from the Dispute Resolution Process.

33.4 The Parties acknowledge that there are provisions in other Articles of this Agreement that relate to SBC-AMERITECH's provision of OSS. It is not the Parties' intent to create duplication or contradiction between those provisions and any provisions agreed to (or resulting from the dispute resolution process) under this Article. Accordingly, when the OSS terms and conditions agreed to by the Parties and/or resulting from the Dispute Resolution Process are added to this Article, the Parties shall conform or delete any provisions in other Articles that duplicate or conflict with the new provisions.

ARTICLE XXXIV
ENTIRE AGREEMENT
SIGNATURES

34.0 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. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of February, 2002.

AT&T COMMUNICATIONS OF MICHIGAN, INC.	MICHIGAN BELL TELEPHONE COMPANY, INCORPORATED D/B/A AMERITECH MICHIGAN, BY ITS AUTHORIZED AGENT, SBC TELECOMMUNICATIONS, INC.
By:_____	By:_____
Printed: William L. West	Printed:_____
Title: Regional Vice President, LSAM	Title: President-Industry Markets
Date:_____	Date:_____

SCHEDULE 1.2
DEFINITIONS

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

"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.

"Asymmetrical Digital Subscriber Line" or "ADSL" 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, directs 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.

"A-link" means a diverse pair of facilities connecting local end office switching centers or Signaling Control Points ("SCPs") with Signaling Transfer Points ("STPs").

"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 Telcordia as GR-1100-CORE which defines the industry standard for message recording.

"Account Owner" means a telecommunications company, including SBC-AMERITECH, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

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

Ameritech, AMERITECH, and SBC-AMERITECH (wherever each name may appear in this Agreement) shall mean Ameritech Michigan.

"Applicable Law or Laws" is as defined in Section 19.2.

"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.

"AT&T Switch Center POI" means a physical address in a LATA where AT&T has located one or more Local Switches, or in the case where AT&T has a Switch in one LATA serving a customer in a different LATA, the AT&T Switch Center POI in the customer's LATA is the physical address (in the LATA where the customer and the ILEC are located) that is designated for the delivery of ILEC traffic.

"Automatic Location Identification" or "ALI" means a feature by which the service address associated with the calling party's 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 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 911 and E911, ANI means a feature by which the calling party's telephone number is automatically forwarded to the E911 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.

"Bill Date" means the date that a bill is issued by a Party.

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

"Binding Forecast" is as defined in Section 19.5.3.

"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.

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

"Bona Fide Request" means the process described in Schedule 2.2.

"CABS" means the Carrier Access Billing System.

"Calling Card Service" or "CCS" means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

"Calling Name Database" means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

"Calling Number Delivery" is a feature that enables an end user to view the directory number of the calling party on a display unit.

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

"Calling Name Information" means a telecommunications company's records of its subscribers names associated with one or more assigned ten-digit telephone numbers.

"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.

"CCS" means one hundred (100) call seconds.

"Central Office Switch" or "Central Office" means a switching entity within the public switched telecommunications network, including End Office Switches and tandem switches. A Central Office Switch may also provide tandem switching functions.

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

"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.

"CNAM Query" means a LIDB Service Application that allows AT&T to query a Calling Name Database for Calling Name Information in order to deliver that information to AT&T's local CNDS subscribers.

"CNAM Query Rate" means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

"Commercial Mobile Radio Service" or "CMRS" is as defined in the Act.

"Central Office Build Out" or "COBO" is a service element or rate element in the LEC's collocation tariff that "includes the nonrecurring charges to recover additions to and distribution of heating, ventilation, and air conditioning, relay rack grounding, relay racks, and an AC Power circuit."

"Collocation" is as described in the Act.

"Combination" is as defined in Article IX.

"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 26.5.

"Contract Month" means a calendar month (or portion thereof) during the term of this Agreement. Contract Month one (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 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 E911 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 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 of the other Party which provides such Collocation.

"Customer" or "End User" means a third-party residence or business that subscribes to Telecommunications Services provided at retail by either of the Parties. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

"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" means the Telecommunications Services usage data of an AT&T End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC-AMERITECH and forwarded to AT&T.

"Data Base Administration Center" or "DBAC" means an SBC-AMERITECH location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

"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, or (ii) any delay, act or failure to act by the other Party or its End User, agent or subcontractor or (b) any Force Majeure Event.

"Delivery Date" is as defined in Sections 12.15.2(d) and 12.15.3(d).

"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(a).

"Dispute" is as defined in Section 28.3.2.

"Dispute Resolution Process" means the procedures described in Section 28.3 which have been agreed upon by the Parties on a case-by-case basis for resolution of disputes.

"Disputed Amounts" is as defined in Section 28.2.1.1.1.

"Effective Date" is the date indicated in the Preamble on which this Agreement shall become effective.

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

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

"Enhanced 911 (E911) Service" or"E911" provides completion of 911 calls via dedicated trunking facilities and includes Automatic Number Identification ("ANI"), Automatic Location Identification ("ALI") and/or Selective Routing ("SR").

"Enhanced Service Provider" or "ESP" is a company that provides enhanced or value-added services to end users. An ESP typically adds value to telephone lines using its own software and hardware. Internet Service Providers are ESPs.

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

"FCC" means the Federal Communications Commission.

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

"Foreign Exchange" or "FX" means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more Local Exchange Carriers ("LECs"), is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

"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.

"Force Majeure Event" is as defined in Section 30.5.

"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.

"High-Bit Rate Digital Subscriber Line" or "HDSL" 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").

"Incumbent Local Exchange Carrier" or "ILEC" 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 Address Message" or "IAM" means the message used to establish a connection on a specified circuit. The IAM provides the circuit information, which includes the carrier identification and any special requirements to be considered in the handling of the call.

"Initial Billing Company" or "IBC" means the Local Exchange Carrier which provides the Feature Group B or D services in an End Office. For purposes of this Agreement, AT&T is the IBC.

"Initial Term" is as defined in Section 21.1.2.

"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 Point", "Point of Interconnection," or "POI" is a physical location at which the parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the terms of the agreement.

"Interexchange Carrier" or "IXC" means a carrier that provides interLATA or intraLATA Telephone Toll Services.

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

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

"Joint Operational Team(s)" means inter-company teams formed by the Parties to handle responsibilities as described in Article XVII.

"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 AT&T 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 AT&T to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

"Line Information Database(s)" or "LIDB" means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with customer line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening ("OLNS") data, ZIP Code data, and Calling Name Information.

"Line Record" means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

"LIDB Editor" means an SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

"LIDB Service Applications" means the query types SBC-AMERITECH accepts for access to LIDB information.

"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" or "Loop" means the transmission path which extends from Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

"Local Number Portability" or "LNP" 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 calls as defined by Ameritech's local calling area as described in maps, tariffs, or rule schedules filed with and approved by the Commission as of the effective date. This definition is inclusive of calls bound for Enhanced Service Providers.

"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 AT&T'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 ATIS/OBF- MECAB Issue 6, February 1998, contains the recommended guidelines for the billing of an access service provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

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

"Multiple Bill/Single Tariff" is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion

of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff ("MM").

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

"Mutual Compensation/Reciprocal Compensation" means compensation between the Parties for those "Local Calls" that originate on the network of one Party and terminate on the network of the other party.

"Network Element" is as defined in the Act.

"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 12.11.3.

"Optical Line Terminating Multiplexor" or "OLTM" is as defined in Section 3.3.

"Party" means either SBC-AMERITECH or AT&T, and "Parties" means SBC-AMERITECH and AT&T.

"Physical Collocation" is as defined in the Act.

"PIC" is as defined in Section 10.11.2.

"Personal Identification Number" or "PIN" means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card

number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

"Point of Interconnection", "Interconnection Point", or "POI" is a physical location at which the parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the terms of the agreement.

"Premises" is as defined in the Act.

"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.

"Proprietary Information" is as defined in Section 20.1.1.

"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designed 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.

"Query" means a message that represents a request to a Database for information.

"Query Rate" means a per-query usage rate that applies to each Query received at an SBC-AMERITECH Database.

"Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an SBC-AMERITECH STP to the SCP where LIDB resides and back.

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

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

"Receiving Party" is as defined in Section 20.1.1(a).

"Referral Announcement" is as defined in Article XVII.

"Resale Listing(s)" means a list containing the names, the telephone numbers, addresses and zip codes of Customers of AT&T within the defined geographic area, except to the extent such Customers of AT&T have requested not to be listed in a directory.

"Resale Services" is as defined in Section 10.1.

"Resale Tariff" is as defined in Section 10.11.2**.**

"Response" means a message that, when appropriately interpreted, represents an answer to a Query.

"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, 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 E911 feature that routes an E911 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 E911 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 Management System" or "SMS" means an off-line system used to access, create, modify, or update information in a Database.

"Signaling End Point" or "SEP" means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

"Signal Transfer Point" or "STP" is as defined in the Act.

"Sleuth" means an off-line administration system that monitors suspected occurrences of ABS-related fraud, or other comparable fraud detection system.

"Special Billing Number" or "SBN" means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an SBN is either a zero (0) or a one (1).

"Sunsetted Services" is as defined in Section 10.3.2.

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

"Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMI Telcordia Practice BR 010-200-010.

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

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

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

"Tape Load Facility" means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

"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.

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

"Translation Type" means a code in the Signaling Connection Control Part ("SCCP") of the SS7 signaling message. Signal Transfer Points ("STPs") use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

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

"Validation Information" means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

"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.

"Wholesale Resale Services" is as defined in Section 10.1.

For Ameritech – "Wire Center"; For AT&T - "Switch Center" means the location of one or more local switching systems at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

SCHEDULE 2.2
BONA FIDE REQUEST

2.2.1 Bona Fide Request.

1. Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this Schedule shall govern the submission of requests by AT&T to SBC-AMERITECH for methods of Interconnection, access to unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request.

This Bona Fide Request (**"BFR"**) Process applies to each Bona Fide Request submitted to SBC-AMERITECH.

2. SBC-AMERITECH shall promptly consider and analyze the submission of a Bona Fide Request from AT&T for: (a) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) that is different in quality to that which SBC-AMERITECH provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or an unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a **"BFR Item."**

3. A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on TCNet.ameritech.com. Included with the Application AT&T shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.

4. AT&T may cancel a Bona Fide Request at any time by written notice to SBC-AMERITECH, but will pay SBC-AMERITECH, as specified below, for reasonable costs incurred by SBC-AMERITECH in its preparation of the Preliminary Analysis or BFR Quote, up to the date of SBC-AMERITECH's receipt of the cancellation.

4.1 AT&T is responsible for the reasonable costs incurred by SBC-AMERITECH to prepare the Preliminary Analysis of AT&T's BFR. When submitting a BFR Application Form, AT&T has two options to compensate SBC-AMERITECH for its costs incurred to complete the Preliminary Analysis of the BFR:

4.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars ($2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover SBC-AMERITECH's preliminary evaluation costs, in which case SBC-

AMERITECH may not charge AT&T in excess of the Deposit to complete the Preliminary Analysis; or

4.1.2. Not make the Deposit in which case AT&T shall be responsible for all reasonable costs incurred by SBC-AMERITECH to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).

4.2. If AT&T submits a Deposit with its BFR, and SBC-AMERITECH is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then SBC-AMERITECH will return the Deposit to AT&T. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of AT&T, either be refunded or credited toward additional developmental costs authorized by AT&T. If AT&T cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by AT&T, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to AT&T.

5. SBC-AMERITECH will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SBC-AMERITECH shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise AT&T of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of AT&T's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. AT&T will provide an updated BFR Application to include the additional information. AT&T acknowledges that the time intervals set forth in this Schedule begin once SBC-AMERITECH has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.

6. Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, SBC-AMERITECH shall provide to AT&T a Preliminary Analysis of the BFR Item (the **"Preliminary Analysis"**). The Preliminary Analysis shall respond in one of the following ways:

6.1. indicate that SBC-AMERITECH will provide the BFR Item; or

6.2 provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

7. If the Preliminary Analysis indicates that SBC-AMERITECH will provide the BFR Item, AT&T may, at its discretion, provide written authorization for SBC-AMERITECH to prepare a **"BFR Quote."** The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring,

nonrecurring and other), (iv) BFR development and processing costs, (v) terms and conditions by which the Request shall be made available, and (vi) any other information SBC-AMERITECH deems relevant to AT&T's request for the BFR Item. AT&T's written authorization to develop the BFR Quote must be received by SBC-AMERITECH within thirty (30) calendar days of AT&T's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to AT&T's obligation to pay SBC-AMERITECH's reasonable costs incurred for the Preliminary Analysis as set forth in Section 4, above. Any request by AT&T for SBC-AMERITECH to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require AT&T to submit a new BFR.

8. As soon as feasible, but not more than thirty (30) calendar days after its receipt of authorization to prepare the BFR Quote, SBC-AMERITECH shall provide to AT&T a BFR Quote.

9. Within thirty (30) days of its receipt of the Bona Fide Request Quote, AT&T must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse SBC-AMERITECH for its reasonable costs incurred in the preparation of the BFR Quote. If AT&T believes SBC-AMERITECH's BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under **Section 28.3** of the Agreement. If SBC-AMERITECH does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and AT&T will reimburse SBC-AMERITECH for its reasonable costs incurred in preparing the BFR Quote.

10. Unless AT&T agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.

11. 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, or is failing to act in accordance with the Act, such Party may exercise its rights under **Section 28.3** of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking **Section 28.3**.

SCHEDULE 2.3
TECHNICAL REFERENCE SCHEDULE

This Schedule 2.3 consists of a list of Technical References included by the Parties in their predecessor interconnection agreement for Michigan. The Parties acknowledge and agree that many of these Technical References may be outdated, and that additional and/or modified Technical References may need to be incorporated into this Schedule 2.3. Further, some Technical References may need to be deleted from this Schedule 2.3. Pursuant to **Article II, Section 2.3**, the Parties agree to cooperate on the process of updating this list of necessary Technical References to include additional or modified Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) to assist the Parties in meeting their respective responsibilities hereunder. Once updated, the Parties' list of Technical References shall be included in this Schedule 2.3 via an amendment to the Agreement. Any disputes over the inclusion of a Technical Reference in Schedule 2.3 shall be handled by the Parties using the dispute resolution process of **Section 28.3**.

Unbundled Network Elements

Unbundled Loop Transmission

Bellcore TA-NWT-000393
ANSI T1.413-1995 Specifications
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 T1.413-1995
ANSI T1E1 Committee Technical report Number 28

Local Switching

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
TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
Bellcore TR-NWT-303

Dedicated and Shared Transport

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)

ANSI T1.111.2
ANSI T1.111.3
ANSI T1.111.4
ANSI T1.112
ANSI T1.112.4
ANSI T1.118
ANSI T1.111.6
ANSI T1.112.5

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

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

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

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

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

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

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

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

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

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

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

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

Service Control Points (SCPs)/Call-Related Databases

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

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

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

GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)
GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)
GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)
GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)
BOC Notes on Ameritech Networks, SR-TSV-002275, ISSUE 2 (Bellcore, April 1994)
GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

Tandem Switching

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

Performance Standards

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

Network Interface Device

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

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition
ANSI T1.111
ANSI T1.112
ANSI T1.113
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service
Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)
ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)
ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

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

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

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

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

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

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

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

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

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

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

Bellcore Standard FR-NWT-000476

ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;

Ameritech Technical Publication TR-NIS-000111, Ameritech 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

SCHEDULE 9.2.1
LOCAL LOOPS

9.2.1 Local Loops.

9.2.1.1. Definition. The Loop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes a transmission facility between a distribution frame (or its equivalent) in a SBC–AMERITECH Central Office and the Loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled (or controlled) by SBC-AMERITECH. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber (as set forth in Schedule 9.2.3) attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. In addition, the local loop network element includes DS1, DS3, and fiber. To the extent required by applicable law, the local loop network element includes other high capacity loops. AT&T agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In the event SBC-AMERITECH moves existing loop facilities to new spare or otherwise maintain facilities, SBC-AMERITECH WILL make commercially reasonable efforts to terminate the new facility at the same Network Interface Device location, obviating the need for inside wire re-arrangements on behalf of AT&T. If SBC-AMERITECH intends to move the new Facility it will give AT&T reasonable prior notice pursuant to the written contract instructions provided by AT&T. The demarcation point is that point where SBC-AMERITECH's control of the loop facility ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control; it is a point where SBC-AMERITECH's and a property owner's responsibilities meet. The loop shall include the use of all test access functionality including without limitation, smart jacks, for both voice and data. In this **Schedule 9.2.1** to **Article IX** any reference to SD-1 shall mean, at AT&T's option, either DS-1 AMI or xDSL facility.

9.2.1.2 Loop Requirements. SBC-AMERITECH must offer unbundled access to Loops. The actual Loop transmission facilities used to provide a Loop may utilize any of several technologies.

9.2.1.3 Unbundled Loop Types.

SBC-AMERITECH shall allow AT&T to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled, or in combination (as that term is defined in Section 9.1 of Article IX and Schedule 9.3), from local switching and transport.

9.2.1.3.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W," which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at both the central office MDF and the customer premises. Analog 2W includes Loops sufficient for the provision of 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, SBC-AMERITECH Unbundled Analog Loops.

9.2.1.3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W," which 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, SBC-AMERITECH Unbundled Analog Loops.

9.2.1.3.3 "2-Wire ISDN 160 Kbps Digital Loop" or "BRI-ISDN" which 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) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, SBC-AMERITECH Unbundled Digital Loops (including ISDN).

9.2.1.3.4 "xDSL capable Loop". xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies and is provided as set forth in **Schedule 9.2.2**.

9.2.1.3.5 "4-Wire 1.544 Mbps Digital Loop" or "1.544 Mbps Digital" is a transmission path which 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 SBC-AMERITECH's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

9.2.1.3.6 DS3 Digital Loop. The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-AMERITECH Central Office to the loop demarcation point at the end user premises. (Unbundled DS1 or DS3 loops may be employed in combination with transport facilities to replace special access services or facilities, consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), as clarified by the Order Clarifying Supplemental Order released and adopted by the FCC on June 2, 2000, including, but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Orders.)

9.2.1.4 The Enhanced Extended Link ("EEL") provides AT&T the capability to serve a customer by extending a customer's loop from the customer's premises to any other premises or office designated by AT&T (including without limitation any AT&T switch location or AT&T co-location space). AT&T shall not be required to co-locate to purchase an EEL. An EEL consists of, at AT&T's option, one or more of the following: an unbundled loop, multiplexing/concentrating facility, and dedicated transport. EELs may be provided under this Agreement only in accordance with all pertinent Commission and FCC orders, including the Supplemental Order and Order Clarifying Supplemental Order referenced in Section 9.2.1.3.6, above.

9.2.1.5 Access to Unbundled Loops Currently Provided Over Digital Loop Carrier Systems (DLC). SBC-AMERITECH shall provide AT&T access to its unbundled Loops at each of SBC-AMERITECH's Wire Centers. In addition, if AT&T requests one or more Loops serviced by an Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, SBC-AMERITECH shall, where available either move the requested Loop(s) to a spare, existing physical Loop at no charge to AT&T or move the Loop(s) involved to a parallel universal digital Loop carrier facility. AT&T may request other options including employing equipment in the remote terminal location or in the central office that permits AT&T to service the retail customer in a non-discriminatory manner. SBC-AMERITECH shall provide such options on a Bona Fide Request (**"BFR"**) basis as set forth in **Article II** where technically feasible. If, however, no spare physical Loop is available, SBC-AMERITECH shall notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Bona Fide Request (**"BFR"**) for SBC-AMERITECH to provide the unbundled Loop and to the extent required by law, SBC-AMERITECH may agree to provide such UNEs through the BFR process. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Schedule 9.5** of this Agreement and the SBC-AMERITECH Network Element Performance Benchmarks set forth in **Article XXXII (Performance Measurements)** of this Agreement shall not apply to unbundled Loops provided under this **Section 9.2.1.5**.

9.2.1.6 High Frequency Spectrum. **Schedule 9.2.2** (xDSL) of this Agreement contains the requirements associated with SBC-AMERITECH Line Sharing and access to the High Frequency Spectrum of a loop.

9.2.1.7 Spectrum Management

9.2.1.7.1 A request by AT&T for an xDSL capable and/or an xDSL-equipped Loop will be treated in a non-discriminatory manner and provided consistent with **Schedule 9.2.2**.

SCHEDULE 9.2.2
HIGH FREQUENCY PORTION OF THE LOOP

9.2.2. High Frequency Portion of the Loop.

9.2.2.1 Introduction.

9.2.2.1.1 This Schedule sets forth terms and conditions for providing the High Frequency Portion of the Loop (**"HFPL"**) by SBC-AMERITECH and AT&T. Nothing in this Schedule 9.2.2 shall obligate SBC-AMERITECH to provide a splitter (defined in Section 9.2.2.2.9, below as "a passive device within the SBC-AMERITECH central office used to separate the voice and data on a standard copper xDSL capable loop") to AT&T for purposes of line sharing or line splitting.

9.2.2.1.2 The prices at which SBC-AMERITECH agrees to provide AT&T with xDSL-capable loops and HFPL are contained on the applicable **Pricing Schedule.**

9.2.2.1.3 SBC-AMERITECH shall support AT&T's ability to provide combinations of voice services, data services, or voice and data services.

9.2.2.1.4 SBC-AMERITECH agrees to provide AT&T with access to UNEs (including HFPL loop offerings) in accordance with the rates, terms and conditions set forth in this Schedule 9.2.2 (HFPL) and the general terms and conditions applicable to UNEs under **Article IX**, for AT&T to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

9.2.2.2 Definitions.

9.2.2.2.1 SBC-AMERITECH Line Sharing is defined as use of the High Frequency Portion of the local loop (**"HFPL"**) by AT&T (or a third party CLEC) to provide Advanced Services to customers that obtain retail local voice service from SBC-AMERITECH on the same local loop, as addressed in the FCC's Third Report and Order in Docket 98-147 (Advanced Services) (released Dec. 9, 1999) and Fourth Report and Order in CC Docket No. 96-98 rel. December 9, 1999 (Line Sharing) and other applicable law.

9.2.2.2.2 Line Splitting is an arrangement in which a CLEC, utilizing a splitter, provides both voice and data over the same loop facility.

9.2.2.2.3 For purposes of this Schedule, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

9.2.2.2.4 For purposes of this Schedule, a **"subloop"** is defined as any portion of the loop from SBC-AMERITECH'S F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SBC-AMERITECH's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (**"the UNE Remand Order"**). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

9.2.2.2.5 The term **"Digital Subscriber Line"** (**"DSL"**) describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

9.2.2.2.6 When AT&T leases the entire UNE Loop from SBC-AMERITECH, SBC-AMERITECH will permit AT&T to engage in line splitting on the UNE loop by providing its own splitter or using the splitter of a third party as authorized by AT&T.

9.2.2.2.7 A loop technology that is **"presumed acceptable for deployment"** is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

9.2.2.2.8 A **"non-standard xDSL-based technology"** is a loop technology that is not presumed acceptable for deployment under Section 9.2.2.2.7, above of this Schedule.

9.2.2.2.9 A **"Splitter"** is a passive device within the SBC-AMERITECH central office used to separate the voice and data on a standard copper xDSL capable loop.

9.2.2.2.10 Digital Subscriber Line Access Multiplexer (**"DSLAM"**) is a piece of equipment that combines end-user DSL connections to a single high-speed signal for connection to a packet switch, typically ATM or IP.

9.2.2.2.11 "2-Wire xDSL Loop": A 2-Wire xDSL Loop for purposes of this Schedule 9.2.2, is a copper loop over which AT&T may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of loid coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at AT&T's request. The rates set forth on the **Pricing Schedule** shall apply to this 2-Wire xDSL Loop.

9.2.2.2.12 "2-Wire Digital Loop" (e.g. ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Schedule 9.2.2 is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in **Schedule 9.2.1** and the rates on the **Pricing Schedule**.

9.2.2.2.13 4-Wire xDSL Loop": A 4-Wire xDSL Loop for purposes of this Schedule 9.2.2, is a copper loop over which AT&T may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at AT&T's request. The rates set forth on the **Pricing Schedule** shall apply to this 4-Wire xDSL Loop.

9.2.2.2.14 IDSL Loop": An IDSL Loop for purposes of this Schedule 9.2.2, is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in **Schedule 9.2.1**, and the rates on the **Pricing Schedule**. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth on the **Pricing Schedule** shall apply to this IDSL Loop.

9.2.2.3 General Terms And Conditions Relating to the High Frequency Portion of the Loop.

9.2.2.3.1 SBC-AMERITECH will provide an HFPL loop for AT&T to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Schedule. SBC-AMERITECH will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC-AMERITECH does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, AT&T may only deploy xDSL technologies on the HFPL loops that do not cause significant degradation with analog voice band transmission.

9.2.2.3.2 SBC-AMERITECH shall not deny AT&T's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless SBC-AMERITECH has demonstrated to the state commission in accordance with FCC orders that AT&T's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.3 In the event AT&T wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, AT&T will provide documentation describing that action to SBC-AMERITECH and the state commission before or at the time of its request to deploy such technology within SBC-AMERITECH.

9.2.2.3.4 In the event AT&T wishes to introduce a technology on the HFPL loop that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on AT&T to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.5 AT&T may provide voice service (to any customer who elects AT&T as their voice service provider) over the same loop that SBC-AMERITECH, or any data affiliate of SBC-AMERITECH or its parent company, uses to provide data services to that customer, without interruption or termination of services provided in the HFS. Where SBC-AMERITECH is not providing the splitter, SBC-AMERITECH agrees to continue to provide all existing data services in the HFS, for the term of the customers contract, to any customer that chooses AT&T as their local service carrier for voice services and the retail customer desires continuation of such service.

9.2.2.3.6 Whenever AT&T acquires a loop from SBC-AMERITECH that had existing data service operating in the HFS of the loop, AT&T shall be charged for the entire UNE loop and SBC-AMERITECH shall cease charging the existing data provider for utilizing the HFS of the UNE loop.

9.2.2.3.7 Whenever AT&T provides service utilizing an unbundled xDSL-capable loop, either as part of UNE-P or otherwise, AT&T shall control the entire loop spectrum. In addition, AT&T has the right to offer services with the HFPL of the UNE loop, either by itself or via an authorized AT&T Advanced Services Provider.

9.2.2.3.8 Intentionally left blank.

9.2.2.3.9 Intentionally left blank.

9.2.2.4 Intentionally left blank.

9.2.2.5 Use of Authorized Advanced Services Providers.

9.2.2.5.1 AT&T may identify to SBC-AMERITECH in writing one or more CLECs as an authorized Advanced Services Provider, on a central office by central office basis, which is authorized by AT&T to add, change or delete advanced services capabilities of a local loop UNE employed or ordered by AT&T. In such instances, AT&T will specify, in its written notice to SBC-AMERITECH the scope of the authority granted by AT&T to the Advanced Services Provider, and will identify the central offices in which AT&T will engage the Advanced Services Provider and, for each of the central offices, AT&T will further identify the specific Advanced Services Providers that are authorized to access an AT&T UNE loop. AT&T may modify this authorization and such changes will become effective upon 30 days written notice by AT&T unless a different time period is otherwise mutually agreed. Unless AT&T provides written authorization as required in this Section, SBC-AMERITECH shall reject any orders from any party other than AT&T that seeks to utilize, modify or in any manner affect the operation of the UNE loop employed or ordered by AT&T. SBC-AMERITECH may request, and AT&T will provide, proof of AT&T's authorization of an Advanced Services Provider at any time.

9.2.2.5.2 Advanced Services Providers authorized by AT&T under this Article must be independently qualified and certified pursuant to all applicable federal and state laws and regulations to provide services using the UNE loop employed or ordered by AT&T under this Agreement, and in submitting written notice to SBC-AMERITECH authorizing an Advanced Service Provider, AT&T represents and warrants that such qualification and certification has been obtained.

9.2.2.5.3 Notwithstanding AT&T's authorization of one or more Advanced Service Providers to add, change or delete advanced services capabilities on AT&T UNE loops, AT&T shall remain primarily obligated to SBC-AMERITECH under this Agreement for all charges and liabilities, including indemnification obligations, relevant to the ordering and use of the UNE loops. Further, AT&T shall be liable for any and all negligence or willful acts by such authorized Advanced Service Providers that result in property damage or personal injury to SBC-AMERITECH or any third party, and shall defend and indemnify SBC-AMERITECH against such damage pursuant to **Article XXV** (Indemnification). Further, AT&T hereby releases SBC-AMERITECH from any and all liability for property damage or personal injury resulting, in whole or in part, from SBC-AMERITECH's reliance on AT&T's authorization of an Advance Service Provider to add, change or delete advanced services capabilities on AT&T UNE loops under this Section.

9.2.2.6 Advanced Notification. To the extent SBC-AMERITECH provides advanced notification to any CLEC including an affiliate that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made

available in a particular central office, SBC-AMERITECH will provide such notification to AT&T on the same basis and at the same time.

9.2.2.7 Advanced Services Equipment Deployment.

9.2.2.7.1 AT&T may directly deploy, (or deploy through an Authorized Advanced Services Provider), any advanced services equipment that operates within the Power Spectral Density (**"PSD"**) mask parameters set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

9.2.2.8 Unbundled xDSL-Capable Loop Offerings.

9.2.2.8.1 DSL-Capable Loops: For each of the loop types described in Sections 9.2.2.8.1.1 through 9.2.2.8.1.2 below, AT&T will, at the time of ordering, notify SBC-AMERITECH as to the PSD mask of the technology AT&T the will deploy.

9.2.2.8.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this Section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is **,** subject to conditioning charges (except as provided in Section 9.2.2.12.4.1 below), and will be performed at AT&T's request. The rates set forth on **Pricing Schedule** shall apply to this 2-Wire xDSL Loop.

9.2.2.8.1.2 Sub-Loop: In locations where SBC-AMERITECH has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line (**"DAML"**) technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SBC-AMERITECH will make the following options available to AT&T.

9.2.2.8.1.2.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, AT&T has the option of requesting SBC-AMERITECH to make copper facilities available (subject to Section 9.2.2.8.1.6 below).

9.2.2.8.1.2.2 AT&T has the option of collocating a DSLAM in SBC-AMERITECH's Remote Terminal (**"RT"**) at the fiber/copper interface point, pursuant to collocation terms and conditions. When AT&T collocates its DSLAM at SBC-AMERITECH RTs, SBC-AMERITECH will provide AT&T with unbundled access to subloops to allow AT&T to access the copper wire portion of the loop.

9.2.2.8.1.2.3 Where AT&T is unable to obtain spare copper loops necessary to provision a DSL service, and SBC-AMERITECH has placed a DSLAM in the RT, SBC-AMERITECH must unbundle and provide access to its packet switching. SBC-AMERITECH is relieved of this unbundling obligation if it permits a requesting carrier to collocate its DSLAM in SBC-AMERITECH's remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth on the **Pricing Schedule** shall apply to this subloop.

9.2.2.8.1.3 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

9.2.2.8.1.4 When SBC-AMERITECH traditional retail POTS services are disconnected SBC-AMERITECH will notify AT&T that the POTS is being disconnected. AT&T will determine whether the broadband service will be converted from a Line Sharing Circuit**,** or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and non-recurring charges for the rearrangement and or disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

9.2.2.8.1.5 SBC-AMERITECH shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75. SBC-AMERITECH shall, however, permit appropriate line splitting , where AT&T or its designated agents access UNE loops per the FCC's Reconsideration Order (and the MPSC's Order in Case No. U-12540).

9.2.2.8.1.6 SBC-AMERITECH shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. SBC-AMERITECH shall be under no obligation to provide line sharing where SBC-AMERITECH is not the existing retail provider of the traditional, analog voice service (POTS). SBC-AMERITECH will, however, permit appropriate line splitting by AT&T, using AT&T's own splitter or the splitter of a third party. This shall not apply where physical facilities exist, but conditioning is required. In that event, AT&T will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. AT&T shall pay SBC-AMERITECH for any conditioning performed per Section 9.2.2.12.1 and 9.2.2.12.2, below.

9.2.2.8.1.7 For each loop (including the HFPL), AT&T shall at the time of ordering, notify SBC-AMERITECH as to the PSD mask of the technology the AT&T intends to deploy on the loop. If and when a change in PSD mask is made, AT&T will notify SBC-AMERITECH. Likewise, SBC-AMERITECH will disclose to AT&T upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC-AMERITECH will use this formation for the sole purpose of maintaining an inventory of

advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), AT&T shall provide SBC-AMERITECH with a technical description of the technology (including power mask) for inventory purposes.

9.2.2.8.1.8 SBC-AMERITECH shall not impose its own standards for provisioning xDSL services, all parties must abide by commission or FCC approved standards. SBC-AMERITECH will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

9.2.2.9 HFPL: Splitter Ownership And Responsibilities. Where SBC-AMERITECH remains the voice provider, SBC-AMERITECH shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, the loop facility on the customer side of the splitter, and all intra-office wiring that the SBC-AMERITECH has provided. SBC-AMERITECH shall cooperate with AT&T for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

9.2.2.9.1 Splitter ownership:

9.2.2.9.1.1 AT&T will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. Such splitter may be of a type other than that offered by SBC-AMERITECH. When physically collocating, splitters shall be installed in AT&T's collocation arrangement area (whether caged or cageless) consistent with SBC-AMERITECH's standard collocation practices and procedure. When virtually collocated, SBC-AMERITECH will install, provision and maintain splitters under the terms of virtual collocation.

9.2.2.9.2 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.2.2.9.3 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.2.2.10 Operational Support Systems Loop Makeup Information and Ordering.

9.2.2.10.1 General: In accordance with the FCC's UNE Remand Order, AT&T will be given nondiscriminatory access to the same loop makeup information that SBC-AMERITECH is providing to any other CLEC and/or SBC-AMERITECH's retail operations or its advanced services affiliate.

9.2.2.10.2 SBC-AMERITECH shall provide AT&T or its authorized agent with electronic access to all loop make-up information that is currently or subsequently made available on an electronic basis to any employees of the SBC-AMERITECH or SBC-AMERITECH affiliate(s). SBC-AMERITECH will offer training for AT&T personnel that is no less complete and timely as that provided to other CLECs, personnel of the SBC-AMERITECH or SBC-AMERITECH affiliates who utilize the loop qualification information. To the extent AT&T requires additional loop qualification information that is not available electronically from SBC-AMERITECH, but is maintained in manual records, SBC-AMERITECH shall make such information available in a mutually agreeable form within the same time frame that the information is available to the SBC-AMERITECH's own personnel or that of the SBC-AMERITECH's subsidiary.

9.2.2.10.2.1. SBC-AMERITECH, within thirty (30) days of the effective date of this Agreement, shall disclose to AT&T all loop qualification data that it will make available for understanding the transmission characteristic of a loop, regardless of whether or not the retail operations of SBC-AMERITECH, or the advanced services affiliate of SBC-AMERITECH , currently utilizes such information. SBC-AMERITECH shall, at the same time, identify what information is maintained in electronic versus hard copy media. To the extent multiple sources of the same information exist, SBC-AMERITECH shall identify the most reliable source. For example, to the extent SBC-AMERITECH keeps records that may permit AT&T to understand the quality of the loop, including any overall quality indicator that may be retained with the loop record, even if it is subjective in nature such records must be identified. Likewise any baseline test results recorded for the loop and/or any history of trouble tickets logged for the loop under consideration should be identified.

9.2.2.10.2.2 SBC-AMERITECH shall provide AT&T with any loop makeup information currently available or subsequently made available directly or indirectly to its retail operation and/or affiliates. Such information includes any assessment of what specific variant of xDSL capability a loop can support and whether such support is contingent upon utilization of particular brand(s) or model(s) of network equipment or premises deployed equipment. Until detailed loop qualification information that meets AT&T's requirements is provided, SBC-AMERITECH shall provide, but not charge, for loop qualification information.

9.2.2.10.3 Loop Qualification: SBC-AMERITECH will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-AMERITECH's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information.

9.2.2.10.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in Section 9.2.2.10.3 above will return information in all fields, including but not limited to, as described in SBC's Plan of Record when such information is contained in SBC-AMERITECH's electronic databases.

AT&T will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth on the **Pricing Schedule**.

9.2.2.10.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. AT&T will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth on the **Pricing Schedule**.

9.2.2.10.4 All categories of loop qualification are subject to the following:

9.2.2.10.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to AT&T.

9.2.2.10.4.2 If AT&T elects to have SBC-AMERITECH provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to CLECs in the Performance Measurements that were adopted in the Michigan Collaboration or to SBC-AMERITECH's affiliate, whichever is less.

9.2.2.10.4.3 If the results of the loop qualification indicate that conditioning is available, AT&T may request that SBC-AMERITECH perform conditioning at charges set forth on the **Pricing Schedule**. The AT&T may order the loop without conditioning or with partial conditioning if desired.

9.2.2.10.4.4 For HFPL, if AT&T's requested conditioning would degrade the customer's analog voice service, SBC-AMERITECH is not required to condition the loop. However, should SBC-AMERITECH refuse AT&T's request to condition a loop, SBC-AMERITECH will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

9.2.2.11 Intentionally left blank.

9.2.2.12 Provisioning.

9.2.2.12.1 Provisioning: SBC-AMERITECH will not guarantee that the local loop(s) ordered will perform as desired by AT&T for xDSL-based, HFPL, or other advanced services, but will guarantee metallic loop parameters, including continuity and pair balance rates. On loops where AT&T has requested that no conditioning be

performed, SBC-AMERITECH's maintenance will be limited to verifying loop suitability based on the loop makeup . For loops having had partial or extensive conditioning performed at AT&T's request, SBC-AMERITECH will verify continuity, the completion of all requested conditioning, and will repair at no charge to AT&T any defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SBC-AMERITECH will remove load coils, repeaters, and excessive bridged tap*s* (i.e., total bridge tap and single bridge tap parameters that meet industry guidelines) at no charge to AT&T.

9.2.2.12.2 Subject to Section 9.2.2.10.4.4, above, AT&T shall designate, at AT&T's sole option, what loop conditioning SBC-AMERITECH is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth on the **Pricing Schedule**. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics.

9.2.2.12.3 The provisioning intervals are applicable to every xDSL loop and the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

9.2.2.12.3.1 The provisioning and installation interval for xDSL capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL capable loop or the HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-AMERITECH's tariffed xDSL-based services, or its affiliate's, whichever is less.

9.2.2.12.3.2 The provisioning and installation intervals for xDSL-capable loops and the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-AMERITECH's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the AT&T's customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

9.2.2.12.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event AT&T's

end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

9.2.2.12.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

9.2.2.12.3.5 Subsequent to the initial order for an xDSL-capable loop, subloop or the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth on the **Pricing Schedule** and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

9.2.2.12.3.6 AT&T, at is sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth on the **Pricing Schedule**.

9.2.2.12.3.7 SBC-AMERITECH provisioning activities associated with line splitting shall not introduce a greater degree of service interruption or service degradation than that experienced when the SBC-AMERITECH engages in mandatory line sharing. .

9.2.2.12.3.8 For any ordering case affecting a loop where an advanced service is operable, existing wiring shall not be disturbed nor shall service in the HFS be interrupted or otherwise degraded except as documented, in advance, within mutually agreeable provisioning procedures.

9.2.2.12.4 Maintenance.

9.2.2.12.4.1 SBC-AMERITECH will provide AT&T with timely and efficient remote test access capability and operational support necessary to isolate troubles on equipment and facilities used to provide advanced services. SBC-AMERITECH must either provide physical test access at the point where splitting of high frequency spectrum and the voice service occurs or provide a mutually agreeable remote test access alternative (i.e., MLT or equivalent) SBC-AMERITECH shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, but not limited to, the loop facility on the customer side of the splitter, any splitter that SBC-AMERITECH has deployed, and all intra-office wiring that SBC-AMERITECH has provided. SBC-AMERITECH shall cooperate with AT&T (and any AT&T authorized Advanced Services Provider as set forth in Section 9.2.2.5) for the purposes of

sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

9.2.2.12.5 Billing. Any chargeable activities initiated by an AT&T or its Authorized Advanced Service Provider, as provided for in this Section, shall be billed by SBC-AMERITECH to AT&T pursuant to AT& T's interconnection agreement.

9.2.2.12.6 Performance Measurement and Consequences. SBC-AMERITECH shall provide xDSL Service to AT&T in accordance with the Performance Standards, Measurements and Penalties detailed in this Agreement.

9.2.2.13 xDSL Acceptance Testing and Cooperative Testing.

9.2.2.13.1 SBC-AMERITECH and AT&T agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2.2.13.2 Acceptance Testing Procedure.

9.2.2.13.2.1 Upon delivery of a loop to/for AT&T, SBC-AMERITECH's field technician will call the LOC and the LOC tester will call a toll free number provided by AT&T to initiate performance of a series of Acceptance Tests.

9.2.2.13.2.1.1 The SBC-AMERITECH field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit. If requested the field technician will also perform a noise and frequency response test.

9.2.2.13.2.1.2 If the Acceptance Test fails to meet any loop parameters, based upon the type of loop and the loop length and gauge, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact AT&T's representative to repeat the Acceptance Test, or reschedule the Acceptance Test, if necessary. When the aforementioned test parameters are met, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing.

9.2.2.13.2.1.3 The Parties agree to include in this Agreement acceptance testing terms and conditions that result, if any, from ongoing collaboratives in Texas on this subject.

9.2.2.13.2.1.4 Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard hourly charge and premium time being calculated at

two times the standard hourly charge. For SBC-AMERITECH, the charges will be as specified on the **Pricing Schedule**. Overtime or Premium charges will not apply if SBC-AMERITECH does not charge its own affiliate or any other CLEC for overtime or premium charges in connection with service installation.

9.2.2.14 Maintenance/Service Assurance.

9.2.2.14.1 If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2.2.14.2 Narrowband/voice service. If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC-AMERITECH shall repair the narrowband of the loop without disturbing the broadband portion of the loop if possible. In any case, SBC-AMERITECH shall notify the end user and AT&T any time repair effort has the potential of affecting service on the broadband portion of the loop. SBC-AMERITECH may proceed with repair of the voice circuit if unable to reach the end user after a reasonable attempt to do so has been made. When connected facility assignment (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard repair interval.

9.2.2.14.3 SBC-AMERITECH will offer a 24 hour clearing time on trouble reports referred by AT&T and proven to be in the wiring or physically tested and found to be in the Central office, and 24 hours for troubles found to be in the loop.

9.2.2.14.4 SBC-AMERITECH will provide resolution of AT&T-referred trouble tickets for the HFPL in parity with repair intervals SBC-AMERITECH provides its advanced services affiliates for the HFPL.

9.2.2.14.4.1 SBC-AMERITECH-owned splitters:

SBC-AMERITECH will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals SBC-AMERITECH provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by AT&T where the voice service has not been impacted after such trouble has been isolated to the SBC-AMERITECH central office.

9.2.2.14.4.2 AT&T-owned splitters:

If SBC-AMERITECH isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by AT&T data equipment or splitter, SBC-AMERITECH will notify AT&T and request a trouble

ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The end user will have the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by AT&T. If the end user chooses to have the POTS service restored _until such time as the HFPL problem can be corrected and notifies either AT&T or SBC-AMERITECH, either Party will notify the other and provide contact names prior to SBC-AMERITECH cutting around the POTS Splitter/DSLAM equipment to restore POTS. When AT&T resolves the trouble condition in its equipment, AT&T will contact SBC-AMERITECH to restore the HFPL portion of the loop.

9.2.2.14.5 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where AT&T has requested recommended conditioning not be performed, SBC-AMERITECH's maintenance will be limited to verifying loop suitability for POTS . For loops having had partial or extensive conditioning performed at AT&T's request, SBC-AMERITECH will verify continuity, the completion of all requested conditioning, and will repair at no charge to AT&T any defects which would be unacceptable for POTS and which do not result from the loop's modified design.

9.2.2.14.6 AT&T may perform intrusive testing by having first obtained the express permission of the end user customer and the name of the person providing such permission. AT&T shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on AT&T's trouble documentation for non-mechanized tests.

9.2.2.14.7 AT&T shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with SBC-AMERITECH beyond the original HFPL service.

9.2.2.15 Spectrum Management.

9.2.2.15.1 AT&T will advise SBC-AMERITECH of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. AT&T, at its option, may provide any service complaint with that PSD mask. At the time of ordering a xDSL-capable loop, AT&T will notify SBC-AMERITECH as to the type of PSD mask AT&T intends to use on the ordering form, and if and when a change in PSD mask is made, AT&T will notify SBC-AMERITECH. AT&T will abide by standards pertinent for the designated PSD mask type.

9.2.2.15.2 SBC-AMERITECH agrees that, it will maintain an inventory of the existing services provisioned on the cable. SBC-AMERITECH may not segregate xDSL technologies into designated binder groups. SBC-AMERITECH shall not deny AT&T a loop based upon spectrum management issues, subject to Section 9.2.2.15.3 below. In all cases, SBC-AMERITECH will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the

service is provided by AT&T or by SBC-AMERITECH, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-AMERITECH and AT&T will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC-AMERITECH will, upon request from AT&T, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

9.2.2.15.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility that differ from those established in this Schedule, SBC-AMERITECH and AT&T agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

9.2.2.15.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then SBC-AMERITECH and/or AT&T must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

SCHEDULE 9.2.3
DARK FIBER

9.2.3 Dark Fiber.

9.2.3.1 Definition. Dark fiber, to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes deployed, unlit fiber optic cable that connects two points within SBC-AMERITECH's network. Dark fiber is spare fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Spare dark fiber is fiber that is spliced in all segments from end-to-end and would provide continuity or "light" end-to-end . AT&T may only subscribe to dark fiber that is considered "spare," as defined in Sections 9.2.3.4 and 9.2.3.5.1, below.

9.2.3.2 Interoffice Dark Fiber. SBC-AMERITECH will provide dark fiber in the dedicated interoffice transport segment of the network as a network element to be provided on an unbundled basis. Interoffice dark fiber is between two different SBC-AMERITECH Central Offices and terminates on a fiber distribution frame, or equivalent, in the Central Offices.

9.2.3.3 Loop Dark Fiber.

9.2.3.3.1 SBC-AMERITECH will provide loop dark fiber as a network element to be provided on an unbundled basis. Loop dark fiber is a segment between a serving SBC-AMERITECH central office and an end user customer premise.

9.2.3.3.2 SBC-AMERITECH will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber a segment between:

9.2.3.3.2.1 the serving SBC-AMERITECH central office and a remote terminal/CEV/Hut; or

9.2.3.3.2.2 a remote terminal/CEV/Hut and an end user customer premise;

9.2. 3.3.2.3 between two remote terminals/CEVs/Huts.

9.2.3.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. AT&T access may be provided where technically feasible, for example, all Collocation methods set forth in **Article XII** will be considered technically feasible.

9.2.3.3.4 At remote terminals, CEVs and Huts, AT&T's access to the dark fiber may be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

9.2.3.4 Spare Fiber Inventory Availability and Condition. All available fiber will be offered as is. No conditioning will be offered. AT&T's request for dark fiber to be provided on an unbundled basis shall be provided by SBC-AMERITECH consistent with FCC rules and applicable state law. Available dark fiber does not include maintenance spares, fibers set aside and documented for Ameritech's forecasted growth, defective fibers, or fibers subscribed to by other carriers.

9.2.3.5 Determining Spare Fibers.

9.2.3.5.1 SBC-AMERITECH will inventory and track spare dark fibers. Spare fibers do not include the following:

1. Maintenance spares.

2. Defective fibers

3. Fibers set aside and documented for Ameritech's forecasted growth.

9.2.3.5.2 The appropriate SBC-AMERITECH engineering organization will maintain records on each fiber optic cable for which AT&T requests dark fiber.

9.2.3.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to AT&T for use under this Agreement.

9.2.3.6 Quantities and Time Frames for Ordering Dark Fiber.

9.2.3.6.1 The minimum number of fiber strands that AT&T can order is two. The maximum number of fiber strands that one telecommunications carrier, including AT&T, can order is no greater than 25% of the spare facilities in the segment it is requesting. Should spare fiber fall below eight (8) strands in a given location, SBC-AMERITECH will provide the remaining spares in quantities of two (2) strands per telecommunications carrier.

9.2.3.6.2 If AT&T wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing AT&T's specific point to point (A to Z) dark fiber requirements. When AT&T submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined on the **Pricing Schedule**. If spare dark fiber is available, as determined under this Agreement, SBC-AMERITECH will notify AT&T and

AT&T may place an Access Service Request (**"ASR"**) for the dark fiber. SBC-AMERITECH will respond to a dark fiber facilities inquiry from AT&T as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

9.2.3.6.3 Dark fiber will be assigned to AT&T only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When AT&T submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges set forth on the **Pricing Schedule**.

9.2.3.7 Access Methods Specific to Dark Fiber. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-AMERITECH approved splitter shelf. This arrangement allows for non-intrusive testing.

9.2.3.8 Installation and Maintenance for Dark Fiber. SBC-AMERITECH will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. AT&T will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the AT&T equipment, or as otherwise mutually agreed by the Parties.

9.2.3.9 Right of Revocation of Access to Dark Fiber.

Ameritech Michigan may reclaim dark fiber from AT&T upon at least 12 months written notice to AT&T only if:

9.2.3.9.1.1 Ameritech Michigan negotiates with AT&T in good faith to address AT&T's concerns related to Ameritech's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

9.2.3.9.1.2 Ameritech Michigan demonstrates to the satisfaction of AT&T or the Michigan Commission that Ameritech reasonably needs the dark fiber to meet its carrier-of-last-resort responsibilities within 12 months following the reclamation; and

9.2.3.9.1.3 Ameritech Michigan provides AT&T with an alternative facility with the same bandwidth AT&T was using or had committed to use prior to Ameritech reclaiming the facility, provided the alternative facility does not result in any additional costs or charges to AT&T or reduce the quality of AT&T's services.

9.2.3.9.2 Ameritech Michigan and AT&T may negotiate any alternative contractual terms and conditions for reclamation of dark fiber subject to mutual agreement or to arbitration of such terms.

SCHEDULE 9.2.4
UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

9.2.4 Unbundled Access to Network Interface Devices.

9.2.4.1 Definition. The Network Interface Device (**"NID"**) to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing, it includes all features, functions and capabilities of the facilities used to connect the loop to the non telephone company wiring. The NID is any means of interconnection of End User customer premises wiring to SBC-AMERITECH's distribution loop facilities, such as a cross connect device used for that purpose. Maintenance and control of the End User's inside wiring (on the End User's side of the demarcation point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-AMERITECH offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier. AT&T access to the NID is offered as specified below.

9.2.4.2 Access to NID. The SBC-AMERITECH NIDs, provided on an unbundled basis under this Agreement will be existing NIDs installed by SBC-AMERITECH to serve its End Users. SBC-AMERITECH shall permit AT&T to connect AT&T's Loop to the inside wiring of a subscriber's premises through SBC-AMERITECH's NID in the manner set forth below or at any other technically feasible point.

9.2.4.2.1 Due to the wide variety of NID enclosures and outside plant environments, SBC-AMERITECH will work with AT&T to develop specific procedures to establish the most effective means of implementing this Schedule 9.2.4:

9.2.4.2.1.1 SBC-AMERITECH will provide AT&T access to NIDs in a manner that will permit AT&T to connect its loop facilities to the Customer's inside wiring through SBC- AMERITECH'S NID, as required.

9.2.4.2.1.2 With respect to multiple dwelling units or multiple-unit business premises, AT&T will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC-AMERITECH's NID where necessary.

9.2.4.2.2 If AT&T accesses the Customer's inside wire as described in Schedule 9.2.4.2.1, the time and materials charges will be billed to the requesting party (i.e., AT&T, the building owner or the Customer).

9.2.4.2.3 In no case shall AT&T remove or disconnect SBC-AMERITECH's loop facilities from SBC-AMERITECH's NIDs, enclosures, or protectors.

9.2.4.2.4 In no case shall AT&T remove or disconnect ground wires from SBC- AMERITECH's NIDs, enclosures, or protectors.

9.2.4.2.5 In no case shall either Party remove or disconnect NID modules, protectors or terminals from the other Party's NIDs, enclosures or protectors.

SCHEDULE 9.2.5
SUBLOOP

9.2.5 SubLoop.

9.2.5.1 Definition. The Subloop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319(a)(2). Without limiting the foregoing it includes the portions of the loop that AT&T can access at any accessible terminal in Ameritech's outside plant. Any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber is considered an accessible terminal for the purposes of this Agreement. Accessible terminals may be located at technically feasible points including:

a. near the customer premises, such as the pole or pedestal, the NID or the minimum point of entry to the customer premises (MPOE).
b. at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface."
c. at the main distribution frame in the incumbent's central office.
d. at the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

9.2.5.2 Subloop Element - Components and Functionality.

The subloop segments for which AT&T may request access include the following :

FROM:	THROUGH:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10. NID	Stand Alone
11. **SPOI (Single Point of Interface)	Stand Alone

**Provided using the BFR process.

9.2.5.3 Loop Concentration/Multiplexing Functionality.

9.2.5.3.1 Loop Concentration and Multiplexing Functionality will be included in Subloops where loop concentration or multiplexing is necessary to the Loops being provided on a subloop element basis to the extent technically feasible.

9.2.5.3.2 The Loop Concentration/Multiplexing Functionality:

(i) aggregates lower bit rate or bandwith signals to higher bit rate or bandwith signals (multiplexing); (ii) disaggregates higher bit rate or bandwith signales to lower bit rate or bandwith signals (demultiplexing); (iii) aggregates a specified number of (signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversions.

9.2.5.3.3 Loop Concentration/Multiplexing Functionality may be provided by using equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

9.2.5.4 Subloop Purchase. At its option, AT&T may purchase from SBC-AMERITECH on an unbundled basis the entire Loop which includes the NID , or any Subloop element, (i.e., Loop Feeder and Loop Distribution); to the extent technically feasible in response to a specific AT&T request, subloop elements shall be available to AT&T through the standard ordering process, and the BFR Process shall not apply to such order.

9.2.5.5 Subloop Interconnection. The space available for collocating and interconnecting at various subloop access points will vary depending on the existing plant at a particular location. Prior to ordering subloop facilities, AT&T will establish Collocation and/or the subloop interconnection arrangement(s) necessary to interconnect to the SBC-AMERITECH subloop network. When AT&T submits a request to provide information on subloop(s) availability, appropriate TELRIC rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s). The assignment of subloop facilities will incorporate SBC-AMERITECH existing standard practices used to administer outside plant loop facilities, that is, the practice of assigning and administering subloop facilities will continue. Not less than six (6) months from the Effective Date of this Agreement or when LSR/ASR process has been tested and working, whichever is later, subloop(s) elements will be assigned to AT&T only when an LSR/ASR is processed. Until a working LSR/ASR process is established, AT&T will be permitted to order subloop elements via a “paper” process. LSR/ASRs will be processed on a “first come first served” basis. Subloop inquiries do not serve to reserve subloop(s).

9.2.5.6 Subloop Rights-of-Way. Several options exist for Collocation or subloop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate AT&T's access to subloop request, AT&T will be responsible for obtaining such rights of way prior to submitting the ASR. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such rights of way and shall be entitled to recover for the costs incurred in that regard.

9.2.5.7 Subloop Provisioning. Subloops will be provided to AT&T with all features and functions that exist within the subloop at the time AT&T orders such subloop unless AT&T requests loop conditioning on xDSL Compatible Subloops for the purpose of offering advanced services. XDSL compatible subloop conditioning will be provided as set forth in Schedule 9.2.2.

9.2.5.8 Subloop Mechanized Testing. The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC-AMERITECH switch may be lost.

9.2.5.9 Subloop Technical Features. Access to subloop will include at a minimum two-wire and four-wire analog voice-grade subloops, two-wire and four-wire DSL subloop, two-wire digital (ISDN) subloop, four-wire DS1 subloop, DS3 subloops and OCn. Each of the listed subloops will be similar to the related existing unbundled loop product offering. Access to the subloop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by SBC-AMERITECH in writing within 30 days after approval of this Agreement.. AT&T will advise SBC-AMERITECH within thirty (30) days of receipt whether prices are acceptable. If some or all rates are acceptable to AT&T, the Parties will immediately amend the **Pricing Schedule** to reflect such prices as are acceptable. The Parties will meet within forty-five (45) days of receipt of the prices by AT&T to negotiate regarding any price that is unacceptable to AT&T. If the Parties are unable to reach agreement on all prices within thirty (30) days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

9.2.5.10 Single Point of Interconnection. If AT&T requests, SBC-AMERITECH shall provide a single point of interconnection in any multi-unit premises within*)* ninety (90) days of AT&T's request, pursuant to Section 9.2.5.2, above.

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SCHEDULE 9.2.6
SWITCHING

9.2.6 Switching.

9.2.6.1 Definition. The local switching capability to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing, it includes:

9.2.6.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

9.2.6.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

9.2.6.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

9.2.6.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

9.2.6.1.3.2 access to OS/DA and 9-1-1; and

9.2.6.1.3.3 all other features that the switch is capable of providing, including custom calling, CLASS features and Centrex, as well as any technically feasible custom routing provided by the switch.

9.2.6.1.4 Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side and trunk side features they support.

9.2.6.1.5 Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and Centrex capabilities.

9.2.6.1.6 Local Switching also includes the ability to perform Customized Routing to enable AT&T's local Operator Service (OS) and/or Directory Assistance (DA), as well as AT&T's PIC'd toll traffic in a 2-PIC environment to be routed, at AT&T's option, from SBC-AMERITECH's local end office to an alternate OS/DA platform designated by AT&T.

9.2.6.1.7 Customized routing supplied by SBC-AMERITECH shall provide AT&T with the capability of directing AT&T's local traffic to its own operators and/or directory assistance agents or to those of a third party vendor. SBC-AMERITECH shall allow AT&T to commingle local and toll OS and/or DA traffic on existing OS and/or Feature Group D trunks. SBC-AMERITECH shall allow AT&T the option of directing its customers inter-switch traffic on an NPA-NXX basis to a Port or Ports other than the standard routing used by SBC-AMERITECH**.** SBC-AMERITECH will provide the functionality and features within its local switch (LS) to route all AT&T customer dialed 0+ and 0- calls to the AT&T designated trunk groups via Modified Operator Services Signaling (MOSS).

9.2.6.1.7.1 Where physical network trunking rearrangement work is performed in the process of establishing custom routing trunk groups for migrating Operator and DA services to AT&T, SBC-AMERITECH shall apply only those charges necessary to recover the forward-looking economic costs of performing the trunk rearrangements.

9.2.6.1.8 AT&T will be solely responsible for specifying the required custom routing (including code conversions and number translations) as well as the design of any dedicated transport associated with customized routing. SBC-AMERITECH will remain solely responsible for implementing the custom routing at SBC-AMERITECH's central offices, and for the design and engineering of any SBC-AMERITECH provided shared transport.

9.2.6.1.9 Dedicated transport may be purchased from SBC-AMERITECH or AT&T may provide its own.

9.2.6.1.10 SBC-AMERITECH shall not impose any restrictions on AT&T regarding the use of the unbundled local switching it purchases from SBC-AMERITECH provided such use does not result in demonstrable harm to either SBC-AMERITECH network or personnel.

9.2.6.1.12 Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS.

9.2.6.2 Technical Requirements.

9.2.6.2.1 SBC-AMERITECH shall route local and toll calls to the appropriate trunk ports or line ports for call origination or termination utilizing SBC-AMERITECH's shared transport network, and at AT&T's option SBC-AMERITECH will offer customized routing for unbundled switch line ports. Customized routing will include but not be limited to the customized routing of inter-switch traffic on an NPA-NXX basis

to a Port or Ports other than the standard routing used by SBC-AMERITECH, and to the customized routing of local OS and DA calls**,** as well as AT&T's PIC'ed toll traffic in a 2-PIC environment as specified by AT&T.

9.2.6.2.2 Where AT&T purchases Local Switching, at AT&T's option, SBC-AMERITECH will provide the functionality and features required to either modify the originating subscriber's line at SBC-AMERITECH's local switch (LS) through the use of routing tables, e.g., via line class codes, or provide AIN functionality, to route all local DA*,* as well as AT&T's PIC'ed toll DA traffic in a 2-PIC environment, to the AT&T Network. This custom routing functionality must be fully tested and be capable of being broadly deployed by SBC-AMERITECH. Functionality and features may also be provided in any other manner mutually agreed to by the parties.

9.2.6.2.3 SBC-AMERITECH will provide Customized Routing via LCC technology. SBC-AMERITECH shall provide custom routing at TELRIC based rates as identified in the **Pricing Schedule**.

9.2.6.2.4 At AT&T's option, OS traffic shall be custom routed over trunk groups specified by AT&T using standard Operator Services dialing protocols of 0+ or 0- where technically feasible SBC-AMERITECH will provide the functionality and features within its local switch (LS) to route all AT&T customer dialed 0+ and 0- calls to the AT&T designated trunk groups via Modified Operator Services Signaling (MOSS), where technically feasible and subject to the completion of successful testing. Otherwise, SBC-AMERITECH shall handle these calls on behalf of AT&T and route the calls to SBC-AMERITECH's operator platform for processing.

9.2.6.2.5 At AT&T's option, SBC-AMERITECH shall route all local Directory Assistance calls dialed via 411 or 555-1212 by AT&T Customers to the AT&T Network. Otherwise, SBC-AMERITECH shall handle these calls on behalf of AT&T and route the calls to SBC-AMERITECH's directory assistance platform for processing.

9.2.6.2.6 SBC-AMERITECH shall route all toll and InterLATA Directory Assistance dialed via (NPA) 555-1212, by AT&T Customers, to the customer's PIC'ed carrier for toll and interLATA service respectively.

9.2.6.2.7 When AT&T is the PIC'd custom carrier, any custom routing will be specified by AT&T.

9.2.6.2.8 At AT&T's option, SBC-AMERITECH shall perform code conversions to route all AT&T customer dialed local and toll Directory Assistance calls to an AT&T designated telephone number (i.e., xxx-xxx-xxxx) prior to delivery to the AT&T Network. In the event that SBC-AMERITECH cannot perform this custom routing for any reason, SBC-AMERITECH will either place unconverted dialed calls on the AT&T

designated trunk group, or continue to provide AT&T with unbundled Operator Services at AT&T's request.

9.2.6.2.9 All dialing capabilities described herein shall permit AT&T Customers to dial the same telephone numbers to reach AT&T Directory Assistance, or an AT&T Operator that similarly-situated SBC-AMERITECH customers dial for reaching equivalent SBC-AMERITECH Directory Assistance and SBC-AMERITECH operators.

9.2.6.2.10 If requested by AT&T, SBC-AMERITECH shall provide standard recorded network announcements. At AT&T's request, UNE dedicated and local switching with shared transport originated by an AT&T UNE ULS customer shall be left unbranded by SBC-AMERITECH. Requests for other announcement treatment, that is, AT&T's "sparkle tone", shall be subject to the BFR process.

9.2.6.2.11 Where requested by AT&T, SBC-AMERITECH will change a subscriber from SBC-AMERITECH's retail services to AT&T's resale or unbundled network element platform without loss of feature availability and functionality, and when no physical work is entailed in the migration, without any charges other than for the direct costs of a software only change. Where physical work is performed in the process of migrating a customer, SBC-AMERITECH shall apply only those charges necessary to recover the total element long-run incremental costs of performing the necessary work.

9.2.6.2.12 Where AT&T purchases unbundled switching and SBC-AMERITECH provides AT&T with access to SBC's electronic interfaces to perform routine testing (e.g. Mechanized Loop Tests (MLT)), AT&T will be allowed to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

Where AT&T purchases unbundled switching and SBC does not provide AT&T with access to SBC's electronic interfaces to perform routing testing (e.g. MLT), SBC will perform such testing for AT&T and additionally will issue trouble tickets, provide status, and provide trouble history to AT&T.

9.2.6.2.13 SBC-AMERITECH shall repair, restore and maintain SBC-AMERITECH provided equipment that has produced trouble conditions using the same methods, procedures and timeframes used to restore similar SBC-AMERITECH equipment in a non-discriminatory manner.

9.2.6.2.14 SBC-AMERITECH shall control congestion points such as mass calling events, and network routing abnormalities, using appropriate network capabilities.

9.2.6.2.15 After October 8, 2000, SBC-AMERITECH shall record potentially billable events, as applicable, involving usage of local switching and/or shared

transport, and send the appropriate recording data to AT&T as outlined in Article XXVII (Billing and Recording) of this Agreement.

9.2.6.2.16 Unbundled local switching will include 911 access in a nondiscriminatory manner.

9.2.6.2.17 SBC-AMERITECH shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to SBC-AMERITECH STPs.

9.2.6.2.18 AT&T may request and SBC-AMERITECH will provide call blocking options (e.g., 900, 976) at parity with those provided to SBC-AMERITECH's own customers.

9.2.6.3 Interface Requirements.

9.2.6.3.1 SBC-AMERITECH shall provide at a minimum the following unbundled Local Switching ports:

Analog basic (POTS)	line side, Loop start or ground start signaling
Analog Centrex	line side, Loop start or ground start signaling.
Analog PBX	line side, Loop start, or ground start signaling
Analog DID	trunk side, Loop signaling, associated with a PBX
DS1 (DID)	trunk side, associated with a PBX
DS1	trunk side
ISDN BRI	two circuit-switched b-channels (64 Kbits/s each) and one D-channel (16 Kbits/s)
ISDN PRI	twenty three circuit-switched b-channels (64 Kbits/s each) and one D-channel (64 Kbits/s)

9.2.6.3.2 Additional interfaces may be requested in accordance with the BFR Process, as set forth in Article II of this Agreement.

9.2.6.4 Tandem Switching.

9.2.6.4.1 Definition. Tandem Switching is defined as:

9.2.6.4.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

9.2.6.4.1.2 the basic switching function of connecting trunks to trunks; and

9.2.6.4.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

9.2.6.4.2 The charges for Tandem Switching are reflected in the **Pricing Schedule**.

9.2.6.4.3 Technical Requirements

9.2.6.4.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. Where a capability is desired by AT&T but is not specified by this TR, is not currently deployed in the SBC-AMERITECH Tandem (as a switch vendor orderable feature), or is not specifically identified in this Schedule 9.2.6, SBC-AMERITECH will work with AT&T to reasonably implement such a custom request using the BFR process. As described in this TR, the requirements for Tandem Switching include, but are not limited to the following:

9.2.6.4.3.1.1 Tandem Switching shall provide signaling including MF, SS7 and any signaling conversions between these signaling formats to establish a tandem connection;

9.2.6.4.3.1.2 Tandem Switching shall provide screening and routing. Requests for screening or routing not currently deployed in the SBC-AMERITECH Tandem will be provided, where technically feasible, in accordance with the BFR process;

9.2.6.4.3.1.3 Tandem Switching shall provide recording, where available, of billable events as described in the above-cited Tandem Supplement TR;

9.2.6.4.3.1.4 Tandem Switching shall provide access to Toll Free number portability database as described in the above-cited TR and TR-NWT-000533, Issue 3, January 1994, “Database Services Switching Points” Section 3.1.2

("Access Tandem/SSP" for calls between Equal Access End Offices and the Access Tandem);

9.2.6.4.3.1.5 Tandem Switching (if the Tandem is so equipped) shall accept all trunk interconnections discussed in (Physical Network Interconnection) Section of this Agreement (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911)). If the Tandem is not equipped with the capability desired, then AT&T will request such capacity via the BFR process;

9.2.6.4.3.1.6 Tandem Switching shall provide connectivity to transit traffic to and from other carriers as described in Section 9.2.6.4.3.2.

9.2.6.4.3.2 Tandem Switching shall accept trunk connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, SBC-AMERITECHs, ICOs, CAPs and CLEC switches.

9.2.6.4.3.3 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in the Signaling and Signaling System 7 Sections of this Agreement.

9.2.6.4.3.4 Tandem Switching shall record billable events and send them to the destination supplied by AT&T on the Unbundling Questionnaire. Billing requirements are specified in Article XXVII (Billing and Recording) of this Agreement.

9.2.6.4.3.5 SBC-AMERITECH shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by AT&T, the results and reports of the testing shall be made immediately available to AT&T.

9.2.6.4.3.6 SBC-AMERITECH shall maintain AT&T's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.6.4.3.7 When requested by AT&T, on a case-by-case basis, SBC-AMERITECH shall provide performance data regarding traffic characteristics or other measurable elements to AT&T for review.

9.2.6.4.3.8 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on AT&T traffic shall be at parity with controls being provided or imposed on SBC-AMERITECH traffic (e.g., SBC-AMERITECH shall not block AT&T traffic and leave its traffic unaffected or less affected).

9.2.6.4.3.9 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

9.2.6.4.4 Interface Requirements

9.2.6.4.4.1 SBC-AMERITECH shall provide all signaling necessary to provide Tandem Switching (as described in TR-TSY-000540) with no loss of feature functionality.

9.2.6.4.4.2 Tandem Switching shall accept trunks from AT&T's switch for traffic that is transiting via SBC-AMERITECH network to interLATA or intraLATA carriers.

9.2.6.5 Packet Switching.

9.2.6.5.1 Definition. Packet Switching is defined as the packet switching capability network element, as set forth in F.C.C Rule 51.319. Without limiting the foregoing, it includes the following. Packet Switching is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

(i) the ability to terminate copper customer loops (which included both a low band voice channel and a high-band data channel, or solely a data channel);

(ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

(iii) the ability to extract data units from the data channels on the loops, and

(iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

9.2.6.5.2 SBC-AMERITECH shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops within the service area of an SBC-AMERITECH central office (a “Service Area”) only where each of the following conditions apply:

(i) SBC-AMERITECH has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems anywhere within such Service Area; or has deployed any other system that does not enable AT&T to obtain a continuous copper facility between the retail customer's premises and SBC-AMERITECH central office*;* and

(ii) There are no spare copper loops capable of supporting the xDSL services AT&T seeks to offer*;* and

(iii) SBC-AMERITECH has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. 51.319(b)*;* and

(iv) SBC-AMERITECH has deployed packet switching capability for its own use.

9.2.6.5.3 All disputes arising under these provisions shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article XXVIII of this Agreement.

SCHEDULE 9.2.7
INTEROFFICE TRANSMISSION FACILITIES

9.2.7 Interoffice Transmission Facilities. Interoffice Transmission Facilities are SBC-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 Wire Centers owned by SBC-AMERITECH or AT&T, or between Switches owned by SBC-AMERITECH or AT&T.

9.2.7.1 Shared Transport

9.2.7.1.1 Definition. Shared Transport is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes transmission facilities shared by more than one carrier, including SBC-AMERITECH, between end office switches, between end office switches and tandem switches, and between tandem switches in SBC-AMERITECH's network **(illustrated in Figure 1)**. Where SBC-AMERITECH Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport is purchased in connection with unbundled switching. Shared Transport routes the call between SBC-AMERITECH switches using equipment and facilities employed by SBC-AMERITECH to route calls for SBC-AMERITECH's retail customers. The charges for Shared Transport are reflected in the **Pricing Schedule:**

SBC-AMERITECH provides access to unbundled shared transport only when purchased in conjunction with a Unbundled Local Switching port that AT&T subscribes to for the purpose of delivering traffic from/to an AT&T End User as set forth below.

"ULS-ST" refers to Unbundled Local Switching ("ULS") with Unbundled Shared Transport. ULS-ST is provided on a per ULS port basis.

When AT&T subscribes to ULS pursuant to Schedule 9.2.6 of this Agreement, SBC-AMERITECH provides to AT&T the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions"), and pursuant to terms and conditions more specifically set forth in Ameritech Michigan's tariff (*Michigan Bell Telephone Company Tariff M.P.S.C. No. 20R; Part 19, Section 21)* as approved by the Michigan Commission in Case No. U-12622. Those specific terms and conditions are incorporated herein by reference.

9.2.7.1.1.1 SBC-AMERITECH shall not impose any restrictions on AT&T regarding the use of the unbundled shared transport it purchases from SBC-AMERITECH, other than those specifically provided for in Article IX of this Agreement, provided such use does not result in demonstrable harm to either SBC-AMERITECH network or personnel.

9.2.7.1.2 Technical Requirements.

9.2.7.1.2.1 Shared Transport shall, at a minimum, meet the performance requirements including, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standard technical references, but in no event less than the quality of service applicable to SBC-AMERITECH's own traffic.

9.2.7.1.2.2 SBC-AMERITECH shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

9.2.7.1.3 SBC-AMERITECH shall permit AT&T to use shared transport in conjunction with ULS and transit service such that AT&T can utilize SBC-AMERITECH's network to originate or terminate calls within SBC-AMERITECH's network or to other LECs, CMRS providers, CLECs or IXCs without the need for dedicated transport.

9.2.7.2 Dedicated Transport

9.2.7.2.1 Definition. Dedicated Transport is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes an interoffice transmission path between AT&T designated locations of which AT&T is granted exclusive use that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by SBC-AMERITECH or between a Wire Center or switch owned by SBC-AMERITECH and an AT&T owned or provided switch. Such locations include Ameritech central offices or switches or other equipment locations, or AT&T central offices or switches or other equipment locations, other carrier network components, or customer premises. Dedicated Transport shall also include entrance facilities connecting an SBC-AMERITECH serving wire center to any AT&T switch served by that serving wire center. Dedicated Transport can be provided on a switched or non-switched basis as depicted below in Figure 1.



FIGURE 1

9.2.7.2.2 SBC-AMERITECH shall offer Dedicated Transport in any technically feasible manner requested by AT&T with access to such dedicated transport at any technical feasible point.

SBC-AMERITECH agrees that it will provide Dedicated Transport as a point to point circuit to AT&T at the following speeds: DS1, (1.544 Mbps), DS3 (44,736 Mbps), OC3 (155,52 Mbps), OC12 (622,08 Mbps), and OC48 (2488.32 Mbps). SBC-AMERITECH will provide higher speeds to AT&T as they are deployed in the SBC-AMERITECH network.

9.2.7.2.3 Where Dedicated or Shared Transport is provided, it shall include (as appropriate) Multiplexing and DCS Functionality. AT&T may order multiplexing and/or DCS functionality as an option in conjunction with the use of dedicated transport. AT&T may order multiplexing and/or DCS at the same time as UDT. Multiplexing is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwith, or from digital to voice grade.

9.2.7.2.4 When Dedicated Transport is provided it shall include suitable transmission facilities and equipment, operated in parity with SBC-AMERITECH'S normal operations.

9.2.7.2.5. The following optional features are available if requested by AT&T, at an additional cost:

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

9.2.7.2.5.2 SBC-AMERITECH provided Central office multiplexing:

(a) DS3 to DS1 multiplexing; and
(b) DS0 to DS1

9.2.7.2.6 If requested by AT&T, the following are available at additional cost:

9.2.7.2.6.1 1+1 Protection for OC3, OC12 and OC48.

9.2.7.2.6.2 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

9.2.7.2.6.3 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

9.2.7.3 Technical Requirements

9.2.7.3.1 This Section sets forth technical requirements for all Interoffice Transmission Facilities:

9.2.7.3.1.1 When SBC-AMERITECH provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and where available, STS-1) shall be dedicated to AT&T designated traffic.

9.2.7.3.1.2 SBC-AMERITECH shall offer Dedicated Transport in all then currently available technologies including DS1 and DS3 transport systems, at all available transmission bit rates, except subrate services, where available. Where SBC-AMERITECH provides unbundled Dedicated Transport via circuits utilizing SONET technology, AT&T may purchase such Dedicated Transport; provided, nothing in this Agreement shall require SBC-AMERITECH to provide access to SONET rings for purposes of unbundled interoffice transport.

9.2.7.3.1.3 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 Dedicated and Shared Transport in the Technical Reference Schedule.

9.2.7.3.1.4 For DS3 and, where available, STS-1 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 Dedicated and Shared Transport in the Technical Reference Schedule.

9.2.7.3.1.5 When requested by AT&T, 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.

9.2.7.3.1.6 When physical diversity is requested by AT&T, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T).

9.2.7.3.1.7 Any request by AT&T for diversity shall be subject to additional charges.

9.2.7.3.1.8 Upon AT&T's request and its payment of any additional charges, SBC-AMERITECH shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, AT&T's traffic.

9.2.7.3.1.9 SBC-AMERITECH shall offer the following interface transmission rates for Dedicated Transport:

9.2.7.3.1.9.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications (if used by SBC-AMERITECH));

9.2.7.3.1.9.2 DS3 (C-bit Parity and M13 and unframed applications (if used by SBC-AMERITECH) shall be provided);

9.2.7.3.1.9.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule. In particular, where STS-1 is available, VT1.5 based STS-1s will be the interface at an AT&T service node.

9.2.7.4 Digital Cross-Connect System (DCS)

9.2.7.4.1 Definition. DCS is the function that provides electronic cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS functionality include DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS functionality specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs. SBC-AMERITECH will offer Digital Cross-Connect System as part of the unbundled dedicated transport element with the same functionality that is offered to

interexchange carriers. DCS requested by AT&T shall be subject to additional charges, as set forth in the **Pricing Schedule**.

9.2.7.4.2 SBC-AMERITECH will provide DCS in any technically feasible manner designated by AT&T consistent with FCC rules and applicable state law.

9.2.7.4.3 SBC-AMERITECH will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers or as otherwise agreed to by the Parties. Reconfiguration service requested by AT&T shall be subject to additional charges as outlined in the **Pricing Schedule**.

SCHEDULE 9.2.8
SIGNALING NETWORKS AND CALL-RELATED DATABASES

9.2.8 Signaling Network and Call-Related Databases.

9.2.8.1 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.

9.2.8.2 Technical Requirements.

9.2.8.2.1 STPs shall provide access to all other Network Elements connected to SBC-AMERITECH SS7 network. These include:

9.2.8.2.1.1 SBC-AMERITECH Local Switching or Tandem Switching;

9.2.8.2.1.2 SBC-AMERITECH Service Control Points/Databases;

9.2.8.2.1.3 Third-party local or tandem switching systems; and

9.2.8.2.1.4 Third-party-provided STPSs.

9.2.8.2.2 The connectivity provided by SBC-AMERITECH STPs shall support the signaling functionalities of all Network Elements connected to the SBC-AMERITECH SS7 network. This explicitly includes the use of the SBC-AMERITECH SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the SBC-AMERITECH SS7 network (i.e., transient messages). When the SBC-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.

9.2.8.2.3 If an SBC-AMERITECH Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an AT&T local switch and third party local switch, the SBC-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 AT&T 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 SBC-AMERITECH STPSs, based upon the routing instruction provided in each message.

9.2.8.2.4 STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

9.2.8.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2:

9.2.8.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.2.8.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.2.8.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an SBC-AMERITECH local or tandem switching system or database, or is an AT&T or third party local or tandem switching system directly connected to the SBC-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 SBC-AMERITECH SS7 network, and shall not perform SCCP Subsystem Management of the destination.

9.2.8.2.6 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 SBC-AMERITECH STPSs.

9.2.8.2.7 Signaling Transfer Points (STPs)

9.2.8.2.7.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

9.2.8.2.7.2 SS7 Transport will apply to SS7 messages transported on behalf of AT&T from a SBC-AMERITECH designated STP pair to a SBC-AMERITECH STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. The Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

9.2.8.2.7.3 In such instance as AT&T utilizes SBC-AMERITECH's Local Switching Network Element, AT&T does not separately order SS7 signaling under this method. AT&T will be charged for the use of the SBC-AMERITECH SS7 signaling on a per call basis.

9.2.8.2.8 STP Technical Requirements

9.2.8.2.8.1 STPs will provide signaling connectivity to the following network elements connected to the SBC-AMERITECH SS7 network: SBC-AMERITECH Local Switching or Tandem Switching; SBC-AMERITECH Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

9.2.8.2.8.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by AT&T at the SBC-AMERITECH STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. AT&T may specify screening parameters so as to allow transient messages to cross the SBC-AMERITECH SS7 Network. The Parties will identify to each other the GTT type information for message routing. AT&T will pay a non-recurring charge when AT&T requests SBC-AMERITECH add GTT type information for message routing, in connection with its use of unbundled signaling.

9.2.8.2.9 Interface Requirements

9.2.8.2.9.1 SBC-AMERITECH will provide STP interfaces to terminate A-links, B-links, and D-links.

9.2.8.2.9.2 AT&T will designate the SPOI for each link. AT&T will provide a DS1 or higher rate transport interface at each SPOI. SBC-AMERITECH will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-AMERITECH STPs.

9.2.8.2.9.3 SBC-AMERITECH will provide intra-office diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-AMERITECH STPs.

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

9.2.8.2.10.1 MTP Routing Verification Test (MRVT); and

9.2.8.2.10.2 SCCP Routing Verification Test (SRVT).

9.2.8.2.11 In cases where the destination signaling point is an SBC-AMERITECH local or tandem switching system or database, or is an AT&T or third party local or tandem switching system directly connected to the SBC-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 SBC-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 SBC-AMERITECH STPSs.

9.2.8.2.12 STPs shall operate in accordance with the following requirements:

9.2.8.2.12.1 MTP Performance, as specified in ANSI T1.111.6; and

9.2.8.2.12.2 SCCP Performance, as specified in ANSI T1.112.5.

9.2.8.3 SS7 Transport.

9.2.8.3.1 Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps circuits between AT&T-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.2.8.3.2 Due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for AT&T designation of signaling points associated with AT&T and controls which messages may be allowed by the SBC-AMERITECH STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

9.2.8.3.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-AMERITECH's STP.

9.2.8.3.4 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).

9.2.8.4 Dedicated Signaling Links.

9.2.8.4.1 Dedicated Signaling Links provide interconnection to SBC-AMERITECH's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) circuits between AT&T STPs or switches and the SBC-AMERITECH STP mated pair. The AT&T designated Signaling Points of Interconnection (SPOI) are always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of AT&T and provide the screening and routing usage for the SBC-AMERITECH STP to which the link is connected. Dedicated Signaling Links are available to AT&T for its use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

9.2.8.4.2 Dedicated Signaling Links include the following elements:

9.2.8.4.2.1 SS7 Link Cross Connect. The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-AMERITECH STP building and connects the STP Port Termination to the AT&T SPOI.

9.2.8.4.2.2 STP Port Termination. The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SBC-AMERITECH STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SBC-AMERITECH STP.

9.2.8.4.2.3 STP Access Link. The STP Access Link provides a 56-kilobit per second digital facility when AT&T requires an interoffice facility to connect from the AT&T SPOI to the STP location.

9.2.8.4.3 AT&T shall provide the portion of the signaling link from the AT&T premises within the LATA to the SBC-AMERITECH STP location or the AT&T SPOI. AT&T shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

9.2.8.4.4 AT&T shall identify to SBC-AMERITECH the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-AMERITECH shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

9.2.8.4.5 When AT&T uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, AT&T acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

9.2.8.4.6 Dedicated Signaling Links are subject to SBC-AMERITECH compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-AMERITECH Technical Publication TP76638. Technical Publication AM TR OAT000069 will apply in addition to the documents referenced above. Each individual set of links from AT&T switch to SBC-AMERITECH STP will require a pre-ordering meeting to exchange and schedule testing certification by SBC-AMERITECH.

9.2.8.4.7 Technical Requirements.

9.2.8.4.7.1 Dedicated Signaling Link shall consist of full duplex mode 56 Kbps transmission paths.

9.2.8.4.7.2 Dedicated Signaling Link 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)).

9.2.8.4.7.3 When AT&T provides its own switch or STP, AT&T will provide DS1 (1.544 Mbps) interfaces at the AT&T-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities, AT&T-provided facilities or through AT&T purchase of an SBC-AMERITECH dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

9.2.8.4.7.4 In each LATA in which AT&T desires Dedicated Signaling Links for interconnection to the SBC-AMERITECH SS7 Signaling Network, AT&T may purchase dedicated signaling links to each STP of a mated pair of STPs.

9.2.8.4.7.5 AT&T assumes the responsibility to ensure diverse routing of AT&T signaling links from AT&T switch to AT&T SPOI. SBC-AMERITECH will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

9.2.8.4.7.6 When AT&T requests that SBC-AMERITECH add a Signaling Point Code (SPC), AT&T will identify to SBC-AMERITECH the SPCs associated with the AT&T set of links and will pay a non-recurring charge per STP pair at the rates set forth in the **Pricing Schedule** (UNE pricing - "Point Code Addition").

9.2.8.4.7.7 AT&T will notify SBC-AMERITECH in writing thirty (30) days in advance of any material change in AT&T's use of such SS7 signaling network, including but not limited to any change in AT&T SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

9.2.8.4.7.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the AT&T-designated SPOI. Each 56 Kbps circuit shall appear as a DS0 channel within the DS1 interface.

9.2.8.5 Manner of Provisioning.

9.2.8.5.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

9.2.8.5.2 SS7 Transport

9.2.8.5.2.1 AT&T shall use SS7 Transport subject to the screening and routing information of the SBC-AMERITECH STPs, as provided in this Section 9.8.5.2.1. SBC-AMERITECH shall provide information to AT&T on the routes and signaling point codes served by the SBC-AMERITECH STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

9.2.8.5.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the SBC-AMERITECH "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SBC-AMERITECH "regional" STP pair to another SBC-AMERITECH STP pair.

9.2.8.5.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-AMERITECH has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-AMERITECH does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-AMERITECH pairs of STPs, until ordered. When SBC-AMERITECH or AT&T, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-AMERITECH signaling network pursuant to the standard requirements of the SS7 protocol.

9.2.8.5.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-AMERITECH mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

9.2.8.5.4 Dedicated Signaling Links

9.2.8.5.4.1 AT&T shall designate the signaling points and signaling point codes associated with AT&T. AT&T shall provide such information to SBC-AMERITECH to allow SBC-AMERITECH to translate SBC-AMERITECH STPs. The information shall define the screening and routing information for the signaling point codes of AT&T and may include global title address, translation type and subsystem designations as needed.

9.2.8.5.4.2 Signaling links from SBC-AMERITECH mated pairs of STPs shall connect to AT&T premises (including collocation locations) within the same LATA. A set of links can be either:

9.2.8.5.4.2.1 "A" Link Sets from AT&T's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

9.2.8.5.4.2.2 "B" Link Sets from AT&T's STPs that are connected to SBC-AMERITECH's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of “D” links.)

9.2.8.5.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

9.2.8.5.4.4 A pre-order meeting will define the SBC-AMERITECH facility availability and the degree of diversity in both the SBC-AMERITECH physical network and the AT&T physical network from signaling point to signaling point for the link.

9.2.8.5.4.5 All applicable signaling point codes for each signaling link must be installed at each of SBC-AMERITECH's interconnecting STPs.

9.2.8.5.4.6 Call set-up times may be adversely affected when AT&T, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-AMERITECH makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-AMERITECH signaling points.

9.2.8.5.4.7 Provisioning of the SS7 Service is in accordance with SBC-AMERITECH AM TR OAT000069 and GR-905-CORE, as amended.

9.2.8.5.5 Use of the STP. When AT&T orders SBC-AMERITECH unbundled Local Switching, the use of the STP shall apply. No order or provisioning by AT&T is needed. The SBC-AMERITECH Local Switch will use the SBC-AMERITECH SS7 signaling network.

9.2.8.6 Responsibilities of SBC-AMERITECH.

9.2.8.6.1 SBC-AMERITECH shall manage the network and, at its sole discretion, apply protective controls; provided that SBC-AMERITECH promptly notify AT&T of the application of such controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-AMERITECH or AT&T facilities, natural disasters, mass calling or national security demands.

9.2.8.6.2 SBC-AMERITECH shall determine the GTT route for messages routed to GTT, which are associated with SBC-AMERITECH signaling points.

9.2.8.6.3 SBC-AMERITECH shall define regional functions and local functions of its STPs. SBC-AMERITECH will route ISUP messages within the SBC-AMERITECH signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

9.2.8.6.4 SBC-AMERITECH shall route messages generated by the action of AT&T throughout the SBC-AMERITECH signaling network as specified within this Schedule. The content of the messages is for the use of signaling points of origination and destination. SBC-AMERITECH will not use any information within messages for any purpose not required by or related to the use of the SBC-AMERITECH signaling network. SBC-AMERITECH will not divulge any message or any part of messages generated by AT&T to any other party, except as required to manage the SBC-AMERITECH signaling network or as may be required by law.

9.2.8.7 Responsibilities of AT&T.

9.2.8.7.1 AT&T shall provision the signaling links at AT&T's premises and from AT&T's premises to SBC-AMERITECH's STP location in a diverse, reliable and technically feasible manner. AT&T shall identify to SBC- AMERITECH the SPC(s) associated with the AT&T set of links.

9.2.8.7.2 AT&T shall identify to SBC-AMERITECH the GTT information for messages that route to AT&T.

9.2.8.7.3 When routing messages addressed to an SBC-AMERITECH Subsystem Number (SSN), AT&T shall use the SBC-AMERITECH defined SSN designation of the SBC-AMERITECH mated STP pair to which the message is routed.

9.2.8.7.4 AT&T shall transfer Calling Party Number Parameter information unchanged, including the “privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-AMERITECH signaling network.

9.2.8.7.5 AT&T shall furnish to SBC-AMERITECH, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-AMERITECH shall utilize the forecast in its own efforts to project further facility requirements.

9.2.8.7.6 AT&T shall inform SBC-AMERITECH in writing thirty (30) days in advance of any change in AT&T’s use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by AT&T to be forwarded to SBC-AMERITECH's network. AT&T shall provide in said notice the reason, by individual SS7 service, for the volume change.

9.2.8.8 Description of Rate Elements.

9.2.8.8.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

9.2.8.8.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

9.2.8.8.3 Signal Formulation. An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for AT&T to SBC-AMERITECH terminated calls.

9.2.8.8.4 Signal Transport. An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage

charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

9.2.8.8.5 Signal Switching An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

9.2.8.8.6 Signal Tandem Switching. An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

9.2.8.9 Database Services.

9.2.8.9.1 Definition. Call related databases are defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes Call related Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call related databases include LIDB, CNAM, toll free number database, and AIN databases.

9.2.8.9.2 Technical Requirements for Call Related Databases.

9.2.8.9.2.1 Requirements for call related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call related databases shall be provided to AT&T in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 9.2.8.9.2.3 through 9.2.8.9.2.5 below:

9.2.8.9.2.2 SBC-AMERITECH shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in 9.2.8.3 (Signaling and Signaling System 7) of this Agreement, with TCAP as the application layer protocol.

9.2.8.9.2.3 SBC-AMERITECH shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols.

9.2.8.9.2.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in the industry standard technical reference (which applies to both SS7 and non-SS7 interfaces).

9.2.8.9.2.5 Call related database functionality shall be available at parity.

9.2.8.9.2.6 SBC-AMERITECH shall complete database transactions (i.e., add, modify, delete) for AT&T subscriber records stored in SBC-AMERITECH databases at parity through the processes set forth in Article XXXIII (Operations Support Systems) of this Agreement.

9.2.8.9.2.7 SBC-AMERITECH shall provide database maintenance consistent with the maintenance requirements set forth in Article III (Interconnection) of this Agreement.

9.2.8.9.2.8 SBC-AMERITECH shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements for call related databases as specified in Article XXVII (Billing) of this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

9.2.8.9.2.9 SBC-AMERITECH shall provide call related databases in accordance with the physical security requirements set forth in Article VI (Network Security) of this Agreement.

9.2.8.9.2.10 SBC-AMERITECH shall provide call related databases in accordance with the logical security requirements set forth in Article VI (Network Security) of this Agreement.

9.2.8.9.3 Toll Free Routing Service.

9.2.8.9.3.1 The Toll Free 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 Toll Free Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

9.2.8.9.3.2 When Toll Free 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.

9.2.8.9.3.3 SBC-AMERITECH SS7 network is used to transport the query to the SBC-AMERITECH SSP then to the SBC-AMERITECH SCP. Once AT&T's identification is provided, AT&T may use the information to route the toll-free traffic over its

network. In these cases, SBC-AMERITECH Switched Access services are not used to deliver a call to AT&T. The toll-free carrier ID data may not be stored for AT&T's future use.

9.2.8.9.4 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 dates 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).

9.2.8.9.5 Carrier Identification. AT&T may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, AT&T will launch a query to the SBC-AMERITECH database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in Section 9.2.8.9.3 above, with the 800 Carrier Identification service, no routing is performed.

9.2.8.9.6 Number Administration. AT&T, at its option, may elect to use SBC-AMERITECH's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, SBC-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 AT&T does not select NAS, AT&T will perform the Responsible Organization service.

9.2.8.10 LIDB Database Service.

9.2.8.10.1 LIDB is a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and AT&T's network, and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, and ZIP Code data. The query originator need not be the owner of LIDB data.

9.2.8.10.2 LIDB Service provides AT&T with certain line information that AT&T may use to facilitate completion of calls or services. SBC-AMERITECH provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in Tariff FCC No. 2.

9.2.8.11 Calling Card Validation.

9.2.8.11.1 SBC-AMERITECH shall permit AT&T to access SBC-SBC-AMERITECH's LIDB to validate calling card numbers and requests for bill-to-third party or collect billing. SBC-AMERITECH shall provide LIDB access in a non-discriminatory manner by a SS7 formatted data query to determine the validity of the billing method requested by the caller.

9.2.8.11.2 Technical Requirements.

9.2.8.11.2.1 SBC-AMERITECH shall enable AT&T to store in SBC-AMERITECH's LIDB any subscriber line number or special billing number record, whether ported or not, for which the NPA-NXX or NXX-0/lXX group is supported by that LIDB.

9.2.8.11.2.2 SBC-AMERITECH shall perform the following LIDB functions for AT&T's subscriber records in LIDB:

9.2.8.11.2.2.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and

9.2.8.11.2.2.2 Calling card validation.

9.2.8.11.2.3 SBC-AMERITECH shall process AT&T's subscriber in a nondiscriminatory manner as compared to SBC-AMERITECH retail customer records with respect to other LIDB functions. SBC-AMERITECH shall indicate to AT&T what additional functions (if any) are performed by LIDB in SBC-AMERITECH's network.

9.2.8.11.2.4 Within two (2) weeks after a request by AT&T, SBC-AMERITECH shall provide AT&T with a list of the subscriber data items which AT&T would have to provide in order to support billed number screening and calling card validation. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

9.2.8.11.2.5 SBC-AMERITECH shall provide AT&T with nondiscriminatory access to LIDB functionality including but not limited to rates of operating deficiencies.

9.2.8.11.2.6 Intentionally left blank.

9.2.8.11.2.7 All additions and updates of AT&T data to the LIDB shall be solely at the direction of AT&T. SBC-AMERITECH will process orders from

other CLECs or from SBC-AMERITECH for subscribers that choose to migrate from AT&T to another provider.

9.2.8.11.2.8 SBC-AMERITECH shall provide priority updates to LIDB for AT&T data upon AT&T's request to support fraud protection as set forth in Article VI (Fraud Control, Network Security and Law Enforcement) of this Agreement.

9.2.8.12 Calling Name Delivery Service.

9.2.8.12.1 SBC-AMERITECH will provide AT&T with access to SBC-AMERITECH's Calling Name Database for CNAM query. CNAM query allows AT&T to retrieve the name associated with a calling number for use in AT&T's Calling Name Delivery Service (CNDS). All AT&T Queries to SBC-AMERITECH's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. AT&T acknowledges that such subsystem number and translation type values are necessary for SBC-AMERITECH to properly process Queries to its CNAM Database.

9.2.8.12.2 A Customer who subscribes to Caller ID with Name may see the listed name associated with the calling party's telephone line displayed on his/her Caller ID display unit. The telephone number associated with the telephone line of the calling party will also be displayed.

9.2.8.12.3 SBC-AMERITECH shall charge AT&T for the CNAM Query as set forth in the Pricing Schedule.

9.2.8.12.4 The signaling interface between the AT&T or other local switch and the toll free number database shall use the TCAP protocol as specified in Section 9.2.8.3 (SS7 Transport) of this Schedule.

9.2.8.13 Price and Payment.

9.2.8.13.1 AT&T will pay SBC-AMERITECH a per-Query rate for each Query initiated into SBC-AMERITECH's LIDB and/or CNAM Database . AT&T will also pay SBC-AMERITECH a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-AMERITECH's LIDB. These rates are set forth in **Pricing Schedule**.

9.2.8.13.2 AT&T will pay a Service Establishment Nonrecurring Charge for each point code AT&T requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query. These rates are set forth in the **Pricing Schedule**. This nonrecurring charge applies per point code.

9.2.8.13.3 AT&T will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB

Service, LIDB Service Application and/or CNAM Query. The Service Order Nonrecurring Charge is set forth in the **Pricing Schedule**.

9.2.8.13.4 AT&T will make payment to SBC-AMERITECH for LIDB and/or CNAM Database Service based upon the rates set forth in the **Pricing Schedule**. All tariffed rates associated with LIDB and/or CNAM Database Services provided hereunder are subject to change effective with any revisions of such tariffs.

9.2.8.13.5 SBC-AMERITECH will record usage information for AT&T's LIDB and/or CNAM Database Service Queries terminating to SBC-AMERITECH's LIDB. SBC-AMERITECH will use its SCPs as the source of usage data.

9.2.8.13.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Article XXVII.

9.2.8.13.7 AT&T will notify SBC-AMERITECH when AT&T discontinues use of an OPC used to Query LIDB and/or CNAM Database.

9.2.8.13.8 SBC-AMERITECH will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 9.2.8.13.2 and 9.2.8.13.3.

9.2.8.13.9 Both Parties understand and agree that when AT&T uses a single OPC to originate Queries to SBC-AMERITECH's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support AT&T's AT&T operations within SBC-AMERITECH's incumbent serving areas and when such Queries support other uses of AT&T's service platforms.

9.2.8.13.10 If AT&T operates in more than one (1) State in SBC-AMERITECH's incumbent region, SBC-AMERITECH will apply company-level rates to the LIDB and/or CNAM Database Services provided to AT&T under this Agreement. SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in its incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM Database information.

9.2.8.14 Ownership of Information.

9.2.8.14.1 Telecommunications companies depositing information in SBC-AMERITECH's LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. AT&T obtains no ownership interest by virtue of this Appendix.

9.2.8.14.2 Unless expressly authorized in writing by parties, AT&T will not use LIDB Service for purposes other than those described in this Schedule. AT&T may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by AT&T elsewhere for future use.

9.2.8.14.3 Proprietary information residing in SBC-AMERITECH's LIDB is protected from unauthorized access and AT&T may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

9.2.8.14.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

9.2.8.14.3.2 PIN Number(s)

9.2.8.14.3.3 Billed Number Screening (BNS) indicators

9.2.8.14.3.4 Class of Service (also referred to as Service or Equipment)

9.2.8.14.3.5 Reports on LIDB usage

9.2.8.14.3.6 Information related to billing for LIDB usage

9.2.8.14.3.7 LIDB usage statistics

9.2.8.14.4 AT&T will not copy, store, maintain, or create any table or database of any kind based upon information it received in a Response from SBC-AMERITECH's LIDB.

9.2.8.14.5 If AT&T acts on behalf of other carriers, AT&T will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-AMERITECH's LIDB.

9.2.8.15 Limitation of Liability.

9.2.8.15.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Schedule regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB and/or CNAM Database Service.

9.2.8.15.2 The remedies as set forth above in this Schedule shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.2.8.15.3 In no event shall SBC-AMERITECH have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB and/or CNAM Database Service purchasers.

9.2.8.15.4 SBC-AMERITECH is furnishing access to its LIDB and/or CNAM Database to facilitate AT&T's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-AMERITECH agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record and/or CNAM Database information is the product of routine business service order activity and/or fraud investigations. AT&T acknowledges that SBC-AMERITECH can furnish Line Record and CNAM Database information only as accurate and current as the information has been provided to SBC-AMERITECH for inclusion in its LIDB. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record or CNAM Database information provided to AT&T or to AT&T's Query originating carrier customers except for such inaccuracies caused by SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.16. Liability Provisions Applicable to Calling Name Information Service.

9.2.8.16.1 CALLING NAME INFORMATION PROVIDED TO AT&T BY SBC-AMERITECH HEREUNDER SHALL BE PROVIDED "AS IS". SBC-AMERITECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. SBC-AMERITECH, IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH AT&T's OR AT&T'S END USERS' USE OF THE CALLING NAME INFORMATION.

9.2.8.16.2 AT&T acknowledges that SBC-AMERITECH's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. AT&T also

acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-AMERITECH, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-AMERITECH's Calling Name Database and provided to AT&T or AT&T's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.16.3 AT&T acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

9.2.8.16.4 AT&T acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. AT&T agrees not to attempt to obtain the caller's name information by originating a Query to SBC-AMERITECH's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. AT&T also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth in this **Section 9.2.8.16**, is not liable for any failure by AT&T or AT&T's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and AT&T agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC-AMERITECH harmless from and defend and indemnify SBC-AMERITECH for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from AT&T's or AT&T's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.17 Communication and Notices. Ordering and billing inquiries for the services described herein from SBC-AMERITECH shall be directed to the Local Service Center (LSC).

9.2.8.18 Confidentiality. The Parties' Proprietary Information is subject to the terms and conditions of **Article XX** of this Agreement.

9.2.8.19 Mutuality. AT&T agrees to make its Line Record Information available to SBC-AMERITECH. Should AT&T store its Line Record information in a database other than SBC-AMERITECH's, AT&T will make such Information available to SBC-AMERITECH through an industry standard technical interface and on terms and

conditions set forth by applicable tariff or by a separate agreement between SBC-AMERITECH and the database provider. SBC-AMERITECH agrees to negotiate in good faith to reach such an agreement. If SBC-AMERITECH is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, AT&T acknowledges that such AT&T Line Record information will be unavailable to any customer, including any AT&T's customer, that is served by SBC-AMERITECH's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

9.2.8.20 Unbundled AIN Application Process.

9.2.8.20.1 The AIN architecture establishes a network infrastructure in which subscriber services can be defined and implemented independent from End-Office Switches. This is accomplished by a combination of SS7 signaling, interfaces between Network Elements and call-state models through which AIN Network Elements interact.

9.2.8.20.2 Upon request by AT&T, and where technically feasible, SBC-AMERITECH will provide AT&T with access to SBC-AMERITECH's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Article, Schedule or amendment, as applicable, subject to approval by the appropriate state Commission.

SCHEDULE 9.2.9
OPERATOR SERVICES AND DIRECTORY SERVICES

9.2.9 Operator Services & Directory Services.

9.2.9.1 Operator Services. Operator Services consist of the following services.

9.2.9.1.1 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;

(3) handling credits and coin telephone local refund requests; and

(4) handling person-to-person calls.

(e) Operator Transfer Service ("OTS") - calls in which the Customer dials "0", is connected to an SBC-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.

9.2.9.1.2 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 information.

(b) Automated Alternate Billing Service ("AABS") -

(1) the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).

(2) ACCS calculates charges, relates the charge to the Customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.

9.2.9.1.3 Line Information Database ("LIDB") Validation - mechanized queries to a LIDB for billing validation.

9.2.9.1.4 Database Access - To the extent technically feasible, SBC-AMERITECH will provide access to databases used in the provisioning of Operator Services via AT&T's Bona Fide Request.

9.2.9.2 Directory Assistance. Directory Assistance ("DA") service shall consist of the following services.

9.2.9.2.1 Directory Assistance - those calls in which the Customer dial digits designated by AT&T to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

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

9.2.9.2.3 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 AT&T if it direct trunks its DA calls to SBC-AMERITECH.

9.2.9.2.4 Upon request, and through a technically feasible arrangement, SBC-AMERITECH will provide access to databases used in the provisioning of DA via AT&T's Bona Fide Request at rates that recover SBC-AMERITECH's costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having AT&T's Telephone Exchange Service DA listing in the area placed

into SBC-AMERITECH's DA database, or to enable AT&T to read DA listing in the database so that AT&T can provide its own DA service.

9.2.9.2.5 National Directory Assistance (NDA)

9.2.9.2.5.1 A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to AT&T End Users.

9.2.9.3 Rate Application. SBC-AMERITECH shall bill AT&T the applicable rates on a monthly basis, in accordance with the following methodology:

9.2.9.3.1 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.

9.2.9.3.2 Automated Call Assistance (ACCS 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.

9.2.9.3.3 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. SBC-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.

9.2.9.3.4 BLV - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

9.2.9.3.5 BLVI - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

9.2.9.3.6 Lost Records. If SBC-AMERITECH is responsible for lost, destroyed, or mutilated TOPS AMA recordings, SBC-AMERITECH will not bill AT&T for those calls for which there are no records. Likewise, SBC-AMERITECH shall not be held responsible by AT&T for lost revenue. However, if within ninety (90) days, actual data should become available, SBC-AMERITECH will bill AT&T for those calls using actual data.

9.2.9.4. Directory Assistance (DA) Reference/ Rater Information

9.2.9.4.1 An SBC-AMERITECH database referenced by an SBC-AMERITECH Operator for AT&T DA specific information as provided by AT&T such as its business office, repair and DA rates.

9.2.9.4.1.1 Where technically feasible and/or available, **SBC-AMERITECH** will provide AT&T DA Reference/Rater information based upon the criteria outlined below:

9.2.9.4.1.1.1 AT&T will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

9.2.9.4.1.1.2 AT&T will inform **SBC-AMERITECH** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

9.2.9.4.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of AT&T's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the AT&T's DA Services Reference or Rater -information.

9.2.9.4.1.1.4 Where technically feasible and/or available, when an **SBC-AMERITECH** Operator receives a rate request from an AT&T End User, **SBC-AMERITECH** will quote the applicable DA rates as provided by AT&T.

9.2.9.5 OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

9.2.9.5.1 An SBC-AMERITECH database referenced by an SBC-AMERITECH Operator for AT&T OS specific Reference/Rater information based upon the criteria.

9.2.9.5.1.1Where technically feasible and/or available, **SBC-AMERITECH** will provide AT&T OS Rate/Reference Information based upon the criteria outlined below:

9.2.9.5.1.1.1 AT&T will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

9.2.9.5.1.1.2 AT&T will inform **SBC-AMERITECH**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information

9.2.9.5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of AT&T's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to eitherAT&T's OS Reference or Rater information.

9.2.9.5.1.2 When an **SBC-AMERITECH** Operator receives a rate request from An AT&T End User, **SBC-AMERITECH** will quote the applicable OS rates as provided by AT&T.

. 9.2.9.6 CALL BRANDING DA

9.2.9.6.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

9.2.9.6.1.1 Where technically feasible and/or available, **SBC-AMERITECH** will brand DA in AT&T's name based upon the criteria outlined below:

9.2.9.6.1.1.1 Where **SBC-AMERITECH** provides AT&T Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-AMERITECH** is only providing DA service on behalf of AT&T, the calls will be branded.

9.2.9.6.1.1.2 AT&T's name used in branding calls may be subject to Commission regulations and should match the name in which AT&T is doing business.

9.2.9.6.1.1.3 **SBC-AMERITECH -** AT&T will provide written specifications of its company name to be used by **SBC-AMERITECH** to create AT&T specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

9.2.9.6.1.1.4 AT&T purchasing **SBC-AMERITECH** unbundled local switching is responsible for maintaining AT&T's End User customer records in **SBC-AMERITECH** Line Information Database (LIDB) as described in Appendix LIDB. AT&T's failure to properly administer customer records in LIDB may result in branding errors.

9.2.9.6.1.1.5Branding Load Charges:

9.2.9.6.1.1.5.1 SBC-AMERITECH – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of AT&T specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of AT&T when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. AT&T shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to do so.

9.2.9.7 CALL BRANDING OS

9.2.9.7.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

9.2.9.7.1.1 Where technically feasible and/or available, **SBC-AMERITECH** will brand OS in AT&T's name based upon the criteria outlined below:

9.2.9.7.1.1.2 AT&T's name used in branding calls may be subject to Commission regulations and should match the name in which AT&T is doing business.

9.2.9.7.1.1.3 SBC-AMERITECH - AT&T will provide written specifications of its company name to be used by **SBC-AMERITECH** to create the AT&T's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

9.2.9.7.1.1.3.1 AT&T purchasing **SBC-AMERITECH** unbundled local switching is responsible for maintaining AT&T's End User customer records in **SBC-AMERITECH** Line Information Database (LIDB) as described in Appendix LIDB-AS. AT&T's failure to properly administer customer records in LIDB may result in branding errors.

9.2.9.7.1.1.4 Branding Load Charges

9.2.9.7.1.1.4.1 SBC-AMERITECH – An initial non-recurring charge applies per brand, per Operator Assistance

Switch, per trunk group for the establishment of AT&T specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of AT&T when such services are provided in conjunction with the purchase of **SBC- AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. AT&T shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to do so.

SCHEDULE 9.3
UNE-PLATFORM

9.3 UNE Platform.

9.3.1 Definition. The Unbundled Network Element Platform (**"UNE-P"**) is an end-to-end combination of network elements that permits AT&T to offer a full range of telecommunications (and enhanced) services to end users and other carriers. The UNE-P includes, Loop with the NID, Switching, Shared Transport, SBC-AMERITECH Provided Operator Services and Directory Assistance (or at AT&T's option customized routing of Operator Services and Directory Assistance) Tandem Switching, and Signaling and Call-Related databases. UNE Platform will be provided under this Agreement consistent with the terms and conditions of **Article IX**.

9.3.2 Features of UNE-P that are required include, but are not limited to:

9.3.2.1 UNE-P to be AIN based – allowing for information (i.e., call details for originating and terminating calls) sufficient to enable AT&T billing of its end users and other carriers for all call types. SBC-AMERITECH will provide to AT&T category 10 and 11 EMI records. The originating carrier number (**"OCN"**) will be included in the EMI records where applicable. The UNE identifier will be included in all EMI records. The Parties will negotiate call flows to include in the agreement consistent with this UNE-P.

9.3.2.2 UNE-P not to impair or deny AT&T's receipt of toll access revenues or reciprocal compensation associated with UNE-P switch ports that originate and terminate calls;

9.3.2.3 At AT&T's option, SBC-AMERITECH provision of an AT&T specific CIC where the routing of intraLATA local and toll traffic is involved;

9.3.2.4 UNE-P not to require collocation in any SBC-AMERITECH facility for any purpose;

9.3.2.5 UNE-P not to impose end user restrictions, e.g., customer type, number of lines or locations on AT&T's ability to order and provision service to its end users using UNE-P. SBC-AMERITECH may not impose limitations of any kind on the ability of AT&T to use the UNE-P for new customers;

9.3.2.6 UNE-P not to require any different pre-ordering processes where migrations to AT&T flow from SBC-AMERITECH or from another CLEC; that in the course of migrations to or from UNE-P served local service, customers will not be out of service for any length of time;

9.3.2.7 SBC-AMERITECH shall allow AT&T customers to retain SBC-AMERITECH voice mail services, subject to the parties negotiating a separate agreement with SBC-AMERITECH, at the end user's election when converting from SBC-AMERITECH retail local services when converting from SBC-AMERITECH retail local services to such voice mail service;

9.3.2.8 In those circumstances where AT&T chooses to provide voice mail services from its own delivery platform or from other delivery platforms, SBC-AMERITECH will not require collocation or other impediments to serving AT&T's end users.

9.3.3 OSS Interface. The Operations Support System (**"OSS"**) interfaces that SBC-AMERITECH will make available for support of UNE-P will be fully functional application-to-application electronic interfaces that do not require SBC-AMERITECH manual intervention in processing of UNE-P transactions.

9.3.3.1 The OSS capabilities that SBC-AMERITECH uses to support its UNE-P product will include pre-ordering, ordering, provisioning, repair and maintenance and billing.

9.3.3.2 The interfaces and legacy systems will be supported with Business Rules documentation, the SBC-AMERITECH Product and Service Ordering Guide and EDI Requirements that are full and complete and that comport with SBC-AMERITECH's production systems.

9.3.3.3 SBC-AMERITECH's Business Rules for Pre-Ordering and Ordering will include the provision of acknowledgement (**"ACK"**) transactions that respond to each request sent to SBC-AMERITECH by AT&T over the electronic interface.

9.3.3.4 SBC-AMERITECH will provide OSS test environments that mirror its production environment at all times.

9.3.3.5 SBC-AMERITECH will provide OSS test environments for new releases of its interfaces and systems for a period of thirty (30) days prior to the installation of the new releases in the SBC-AMERITECH production environment.

9.3.3.6 SBC-AMERITECH will announce and make changes to its OSS interfaces, systems and operations, allow AT&T to request changes to the OSS interfaces and systems consistent with the SBC/SBC-AMERITECH Change Management Process.

9.3.3.7 SBC-AMERITECH will provide production support processes for reporting troubles and for escalations as needed, for its OSS interfaces, systems and operations.

9.3.3.8 SBC-AMERITECH will provide access to its OSS interfaces, systems and operations to AT&T consistent with the availability of its retail support systems.

9.3.3.9 SBC-AMERITECH's OSS interfaces, systems and operations will be uniform across the entire five (5) state region of SBC-AMERITECH's operating territory, employing uniform business rules, uniform data formats, uniform transport protocols, uniform implementations and uniform security protocols.

9.3.4 Pre-Ordering.

9.3.4.1 Functional Requirements. SBC-AMERITECH will provide the following Pre-Ordering functionalities:

9.3.4.1.1 Inquiry and Response to reserve telephone number(s) and to make changes to those reservation arrangements.

9.3.4.1.2 Inquiry and Response to select and assign telephone number(s).

9.3.4.1.3 Inquiry and Response to obtain fielded customer service record (**"CSR"**).

9.3.5 Ordering.

9.3.5.1 Ordering functional requirements include:

9.3.5.1.1 that UNE-P migration orders not require AT&T to supply the end user's street address within the service order or require AT&T to supply end user information that is already in SBC-AMERITECH's possession such as the end-user's billing account number;

9.3.5.1.2 that UNE-P migration orders not require AT&T to supply any feature or service information associated with the end user that is not part of the features or services migrating to AT&T;

9.3.5.1.3 that UNE-P ordering not require additional service orders per line or location than are required to service a retail customer line or location;

9.3.5.1.4 that SBC-AMERITECH will, upon AT&T's request specified in the order, provide automated loop testing through the local switch and not through an installed loop test point;

9.3.5.1.5 that all UNE-P orders are eligible for full flow through SBC-AMERITECH's interfaces and legacy systems;

9.3.5.1.6 that SBC-AMERITECH will flow all necessary information from UNE-P ordering through to the Line Information Data Base (**"LIDB"**);

9.3.5.1.7 that SBC-AMERITECH provide rejection notices for incorrectly formatted orders and confirmations for valid orders within two hours of receipt of an AT&T UNE-P order

9.3.5.1.8 that SBC-AMERITECH provide a period of ten (10) days for AT&T to correct orders that failed due to incorrect order content;

9.3.5.1.9 that SBC-AMERITECH accept supplemental orders that contain the end-state of the order and not changes or references to a previous version of the order.

9.3.6 Provisioning.

9.3.6.1 Provisioning functional requirements include:

9.3.6.1.1 that SBC-AMERITECH provide electronic notices reflecting jeopardy conditions for UNE-P order completions;

9.3.6.1.2 that SBC-AMERITECH provide UNE-P order completion notices that are fielded and parsed and contain all feature and line information pertaining to the order;

9.3.7 Repair and Maintenance.

9.3.7.1 Repair and Maintenance functional requirements include:

9.3.7.1.1 that SBC-AMERITECH's maintenance systems will be accessible to AT&T for purposes of executing mechanized loop testing (**"MLT"**) in real time;

9.3.7.1.2 that SBC-AMERITECH provide electronic notices reflecting jeopardy conditions for UNE-P repair and trouble tickets;

9.3.7.1.3 that SBC-AMERITECH provide an electronic interface (Electronic Bonding) to AT&T where an application-to-application or Web GUI interface can be employed for trouble administration

9.3.8 Billing.

9.3.8.1 Billing functional requirements include:

9.3.8.1.1 SBC-AMERITECH will bill AT&T via CABS as opposed to CRIS.

9.3.8.1.2 All wholesale billing formats for the UNE-P will be electronic, formatted in accordance with CABS or SECAB, as appropriate, and comply with applicable requirements of the OBF.

9.3.9 Operator Services.

9.3.9.1 Operator services will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in **Schedule 9.2.6** and **Schedule 9.2.9**.

9.3.10 Directory Assistance.

9.3.10.1 Directory assistance will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in **Schedule 9.2.6** and **Schedule 9.2.9**.

9.3.11 Rates. Rates for the UNE-P will be based upon the sum of the individual TELRIC rates for the elements that comprise the particular platform provided to AT&T by SBC-AMERITECH. The applicable rates for all loop and port types are included on the **Pricing Schedule**. Shared transport rates are also included on the **Pricing Schedule**.

SCHEDULE 9.5
PROVISIONING OF NETWORK ELEMENTS

9.5 Provision of Network Elements.

9.5.1 General Provisioning Requirements.

9.5.1.1 Subject to the terms of **Article IX**, AT&T may order and/or request Network Elements on an unbundled basis either individually or as Combinations.

9.5.1.2 Any additional Combination provided previously hereunder by SBC-AMERITECH pursuant to the Bona Fide Request process shall be identified and described by AT&T so that they can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that on each case AT&T shall specify on each order the type of service to be provided as well as the engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) AT&T requests for such Combination.

9.5.1.3 AT&T may order from SBC-AMERITECH multiple individual Network Elements on a single order without the need to have AT&T send an order for each such Network Element if such Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

9.5.1.4 SBC-AMERITECH shall provide all provisioning services to AT&T during the same business hours SBC-AMERITECH provisions similar services for its end user customers, but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-AMERITECH will provision non-coordinated standalone number portability-only cut-overs on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (**"RSMS"**) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cut-overs on Sundays is subject to AT&T obtaining industry agreement that all carriers will conduct their Local Service Management Systems (**"LSMS"**) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cut-overs will be developed via the BFR process and will be set forth on the **Pricing Schedule**. AT&T agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable BFR process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If AT&T submits a Bona Fide Request that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, rates for such services will be developed via the Bona Fide Request process, and be set forth on the **Pricing Schedule**.

9.5.1.5 SBC-AMERITECH shall provide a Single Point of Contact (each, a **"SPOC"**) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of SBC-AMERITECH's unbundled Network Elements or Combinations. The SPOCs shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. Each SPOC shall also provide to AT&T a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements or Combinations.

9.5.1.6 SBC-AMERITECH shall provide to AT&T a single point of contact (the **"Local Service Center"** or **"LSC"**) for ordering unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the Firm Order Confirmation ("FOC") to AT&T as specified in this Schedule 9.5. In addition, SBC-AMERITECH shall provide to AT&T a single point of contact (the **"Local Operations Center"** or **"LOC"**) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.

9.5.1.7 SBC-AMERITECH will recognize AT&T as the Customer of Record of all Network Elements on an unbundled basis and agreed to Combinations ordered by AT&T and will send all notices, invoices and pertinent Customer information directly to AT&T.

9.5.1.8 SBC-AMERITECH may not initiate any disconnection or rearrangement of any AT&T ordered Network Element on an unbundled basis or Combination, except as directed by AT&T or as otherwise provided in this Agreement.

9.5.1.9 SBC-AMERITECH will provide AT&T with a Firm Order Confirmation (**"FOC"**) for each order for all network elements on an unbundled basis. The FOC shall contain an enumeration of AT&T's ordered Network Elements, services or Combination features, options, physical Interconnection, quantity and a due date for the order. SBC-AMERITECH must return the FOC for unbundled elements and Combinations within five (5) hours of SBC-AMERITECH's receipt of any electronically submitted order and within twenty-four (24) hours of SBC-AMERITECH's receipt of any manually submitted (faxed) order.

9.5.1.10 Upon work completion, SBC-AMERITECH will provide AT&T electronically (unless otherwise notified by AT&T) with an order completion per order that states when that order was completed. SBC-AMERITECH shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.

9.5.1.11 SBC-AMERITECH will perform pre-testing of Network Elements in accordance with SBC-AMERITECH's standards. At AT&T's request, SBC-AMERITECH will make available to AT&T on a weekly batch basis any available test and turn-up results in

support of the Network Elements or Combinations ordered by AT&T. AT&T shall be responsible for any costs incurred by SBC-AMERITECH to provide copies of any available results. If AT&T requests SBC-AMERITECH to provide AT&T with any test or turn-up results which SBC-AMERITECH does not then generate, AT&T shall request such results through the Bona Fide Request process.

9.5.1.12 As soon as identified, SBC-AMERITECH shall provide notification electronically of AT&T orders that are incomplete or incorrect and therefore cannot be processed.

9.5.1.13 After issuance of a FOC, if Ameritech determines that the order cannot be provisioned on the originally estimated date, Ameritech will issue a revised FOC.

9.5.1.14 Subject to **Article IX**, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders as specified by AT&T.

9.5.1.15 SBC-AMERITECH shall provide to AT&T upon request:

(a) a list of all services and features technically available from each switch that SBC-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) when available, all engineering design and layout information for each Network Element and Combination; provided that AT&T shall pay SBC-AMERITECH for the costs incurred by SBC-AMERITECH to provide AT&T with copies of such information.

(d) a listing of all technically available functionalities for each Network Element or Combination.

(e) advanced information on the details and requirement for planning and implementation of NPA splits.

9.5.1.16 Within twenty-four (24) hours of AT&T's request, SBC-AMERITECH will perform cooperative testing with AT&T (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by AT&T in order to identify any performance problems.

9.5.1.17 For orders of Network Elements (and LNP with the installation of a Loop) that require coordination among SBC-AMERITECH, AT&T and AT&T's Customer, AT&T shall be responsible for any necessary coordination with the AT&T Customer.

9.5.2 Unbundled Local Loop Transmission.

9.5.2.1 Access to Unbundled Local Loops.

9.5.2.1.1 AT&T may access SBC-AMERITECH's Unbundled Local Loops via Collocation or in accordance with **Article IX** of this Agreement at the SBC-AMERITECH Wire Center where that element exists and each Loop shall be delivered to AT&T's Collocation by means of a Cross-Connection, which shall be an additional charge. AT&T may also access unbundled loops without purchasing collocation from SBC-AMERITECH, or access via a third party, when AT&T purchases contiguous unbundled network elements or service from SBC-AMERITECH, regardless of whether the unbundled network elements are currently combined in SBC-AMERITECH's network or AT&T combines the elements.

9.5.2.2 Provisioning of Unbundled Loops. The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.5.2.2.1 AT&T shall request unbundled Loops from SBC-AMERITECH by delivering to SBC-AMERITECH a valid electronic transmittal service order (a "Service Order") using the electronic interface described in **Article XXXIII** (Operational Support Systems). In the event electronic transmittal interfaces are unavailable, orders may be submitted manually (faxed). Within five (5) hours of SBC-AMERITECH's receipt of an electronically submitted Service Order or within twenty-four (24) hours of SBC-AMERITECH's receipt of a manually submitted (faxed) Service Order, SBC-AMERITECH shall provide AT&T the firm order confirmation (**"FOC"**) date according to the applicable SBC-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.

9.5.2.2.2 SBC-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.

9.5.2.2.3 SBC-AMERITECH agrees to coordinate with AT&T prior to the due date a scheduled conversion date and time.

9.5.2.2.4 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 SBC-AMERITECH requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If AT&T requests the New Conversion Time, AT&T shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

9.5.2.2.5 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers ("hot cuts") upon completion of state commission collaboratives in which hot cuts procedures are being addressed.

9.5.2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the AT&T 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 SBC-AMERITECH (and not by a Delaying Event), SBC-AMERITECH shall waive the applicable Line Connection Charge for such element. If AT&T has ordered LNP with the installation of a Loop, SBC-AMERITECH will coordinate the implementation of LNP with the Loop conversion during the sixty (60) minute interval at no additional charge.

9.5.2.2.7 Requests for maintenance or repair of unbundled Loops are initiated via telephone call to the LSC or electronically using the industry standard "electronic bonding" interface (**"EBI"**) in accordance with **Article XXXIII** (Operational Support Systems), and are handled by the LSC. The LSC works with local SBC-AMERITECH personnel to perform any manual testing that may be required to isolate the trouble.

9.5.3 Unbundled Local Switching.

9.5.3.1 Access to Unbundled Local Switching.

9.5.3.1.1 AT&T may access SBC-AMERITECH's Unbundled Local Switching via Collocation or in accordance with **Article IX** of this Agreement at the SBC-AMERITECH Wire Center where that element exists and such line-side and/or trunk-side port will be delivered to AT&T's Collocation by means of a Cross-Connection, which may be an additional charge. Where AT&T purchases ULS with other contiguous UNEs or services - as a Combination - collocation will not be required.

9.5.3.1.2 SBC-AMERITECH shall provide AT&T access to its Unbundled Local Switching at each of SBC-AMERITECH's Wire Centers and will provide AT&T all available basic local switching functions and basic capabilities the switch is capable of providing which SBC-AMERITECH currently makes available to its local Customers, or for which SBC-AMERITECH OSS functions are capable of provisioning pursuant to a Bona Fide Request.

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

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

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

9.5.3.1.5 Unless already provided by SBC-AMERITECH as a service offering, and if not, upon AT&T's Bona Fide Request, SBC-AMERITECH will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 911, toll, local, etc.). SBC-AMERITECH will develop and provide any requested customized routing the switch is capable of providing, upon agreement by AT&T to pay recurring and nonrecurring TELRIC based costs of developing, installing, updating, providing and maintaining such custom routing.

9.5.3.1.6 SBC-AMERITECH provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes. An example, is a request for Unbundled Local Switching to provide a Centrex service with intercom calling within the system and with certain common features. The attributes available include intercom calling, group call pick-up, and Automatic Route Selection. Intercom calling is defined as the ability of the line-side ports to call one another by dialing 3-7 digits. Group call pick up is defined as allowing one line-side port to answer a call directed to another line-side port in the same call pick-up group. ARS is defined as the ability to route calls to a specific group of trunk-side ports.

9.5.3.1.7 SBC-AMERITECH will switch traffic through its local switching element in accordance with SBC-AMERITECH standard switching translations and screening in use in that switch. The custom routing optional feature enables AT&T to specify special routing, by class of call, of some or all traffic incoming into its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Special routing capabilities that are not otherwise available (i.e., features that the switch is capable of providing) will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following AT&T's agreement to pay the applicable costs.

9.5.3.2 Provisioning of Unbundled Local Switching. The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.5.3.2.1 AT&T shall request Unbundled Local Switching from SBC-AMERITECH by delivering to SBC-AMERITECH a valid electronic transmittal service order (a **"Service Order"**) using the electronic interface described in **Article XXXIII** (Operational Support Systems). In addition, pre-ordering functions are supported via electronic data interchange (**"EDI"**) format as utilized for Resale Services. Within five hours of SBC-AMERITECH's receipt of any electronically submitted Service Order and within twenty-four (24) hours of SBC-AMERITECH's receipt of a manually submitted (faxed) Service Order, SBC-AMERITECH shall provide AT&T the firm order confirmation (**"FOC"**) date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by AT&T, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, AT&T may request the development and establishment of such custom routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, AT&T may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office routing pattern. If AT&T elects option (c) and later desires to convert the Unbundled Local Switching port using SBC-AMERITECH's office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

9.5.3.2.2 SBC-AMERITECH agrees to coordinate with AT&T at least forty-eight hours prior to the 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"**).

9.5.3.2.3 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 SBC-AMERITECH requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If AT&T requests the New Conversion Time, AT&T shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

9.5.3.2.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the AT&T 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 SBC-AMERITECH (and not by a Delaying Event), SBC-AMERITECH shall waive the applicable Line Connection Charge for such element.

If AT&T has ordered INP with the installation of a Loop, SBC-AMERITECH will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional coordination charge (other than the applicable standard service order and line connection charges).

SBC-AMERITECH shall provide to AT&T equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to SBC-AMERITECH's retail Customers.

9.4.3.2.5 When ordering a Local Switching Element, AT&T may order from SBC-AMERITECH separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

9.4.3.2.6 Unless otherwise directed by AT&T and to the extent technically feasible, when AT&T orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

9.5.4 Signaling Networks and Call-Related Databases.

9.5.4.1 Signaling Networks.

9.5.4.1.1 If AT&T purchases Switching Capability from SBC-AMERITECH, SBC-AMERITECH shall provide access to its signaling network from that switch in the same manner in which SBC-AMERITECH obtains access to such switch itself. In addition, SBC-AMERITECH shall provide AT&T access to SBC-AMERITECH's signaling network for each of AT&T's switches when AT&T uses its own switching facilities. This connection shall be made in the same manner as SBC-AMERITECH connects one of its own switches to an STP. Notwithstanding the foregoing, SBC-AMERITECH shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit AT&T to link its own STPs directly to SBC-AMERITECH's switch or call-related databases.

9.5.4.1.2 If AT&T has its own switching facilities, SBC-AMERITECH shall provide AT&T access to STPs to each of AT&T's switches, in the same manner in which SBC-AMERITECH connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an **"A"** link from AT&T's switch to SBC-AMERITECH's STP, or linking AT&T's switch to its own STP and then connecting that STP to SBC-AMERITECH's STP via a **"B"** or **"D"** link); provided that SBC-AMERITECH shall not be required to: (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of AT&T's own STPs to SBC-AMERITECH's switch or call-related databases, or (iii) unbundle an SCP from its associated STP.

9.5.4.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks, databases 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 AT&T's switch is compatible with SBC-AMERITECH's SS7 network;
- Certification that AT&T's switch is compatible with SBC-AMERITECH's AIN SCP;
- Certification that AT&T's switch is compatible with a desired AIN application residing on SBC-AMERITECH's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;

- Usage of forecasts provided by AT&T, so that SBC-AMERITECH can provide sufficient SS7 resources for AT&T and all other requesting carriers;

- Mechanisms to control signaling traffic at agreed-upon levels, so that SBC-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 SBC-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.

. Procedures to ensure, prior to deployment, that each service will properly operate within SBC-AMERITECH's network.

. Procedures to verify proper deployment of each service in the network.

9.5.4.2 Call-Related Databases.

9.5.4.2.1 For purposes of switch query and database response through a signaling network, SBC-AMERITECH shall provide AT&T access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network as set forth in **Schedule 9.2.8.**

9.5.4.2.2 If AT&T purchases Unbundled Local Switching, AT&T may, upon request, use SBC-AMERITECH's SCP in the same manner, and via the same signaling links, as SBC-AMERITECH. If AT&T has deployed its own switch, and has linked that switch to SBC-AMERITECH's signaling system, AT&T shall be given access to SBC-AMERITECH's SCP in a manner that allows AT&T to provide any call-related, database-supported services to Customers served by AT&T's switch. If the Parties are unable to agree to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. SBC-AMERITECH shall provide AT&T access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

9.5.4.3 Advanced Intelligent Network (**"AIN"**) platform, AIN Service Creation Environment (**"SCE"**) and AIN Service Management Systems (**"SMS"**).

9.5.4.3.1 Intentionally left blank.

9.5.4.3.2 Intentionally left blank.

9.5.4.3.3 SBC-AMERITECH shall provide access to SBC-AMERITECH's Advanced Intelligent Network (**"AIN"**) platform, AIN Service Creation Environment (**"SCE"**) and AIN Service Management (**"SMS"**) based upon AT&T-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate State Commission.

9.5.5 Operator Services and Directory Services.

9.5.5.1 SBC-AMERITECH shall provide AT&T access to SBC-AMERITECH's Operator Service and Directory Assistance as defined and set forth in FCC Rule 51.319. Without limiting the foregoing it includes the features listed in **Schedule 9.2.9**.

9.5.5.1.1 At AT&T's request, SBC-AMERITECH will provide OS or DA services on AT&T's behalf. In all cases where SBC-AMERITECH does not, throughout the SBC-AMERITECH service area in any LATA, provide AT&T with customized routing that provides access to competitive OS/DA services, and in accordance with the timeliness and quality standards set forth in **Article XXXII** (Performance Standards, Measurements, and Penalties) of this Agreement, SBC-AMERITECH shall at AT&T's election provide OS or DA within such LATA at prices based on total element long-run incremental costs as provided on the **Pricing Schedule** of this Agreement.

9.5.5.1.2 Intentionally left blank.

9.5.5.2 SBC-AMERITECH shall provide unbundled Operator Services (**"OS"**) and Directory Assistance (**"DA"**) to AT&T in conjunction with Telephone Exchange Service provided to AT&T as a purchaser of Resale Services and as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of SBC-AMERITECH Directory Assistance, and dependent Information Call Completion services will be provided to AT&T and will be updated as such DA services are provided in additional NPA/Exchange Areas.

9.5.5.3 AT&T 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 SBC-AMERITECH facilities for access to unbundled OS and DA services. AT&T is responsible for delivering its OS and DA traffic to SBC-AMERITECH's operator service switch. Specifically, AT&T 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 AT&T will deliver its OS or DA traffic will be determined by SBC-AMERITECH based on the existing capacity of its service centers. SBC-AMERITECH will, if technically feasible, enable AT&T to deliver its OS or DA traffic to the operator service switch most closely located to AT&T's NPA/exchange originating the call.

9.5.5.4 SBC-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.

9.5.5.5 SBC-AMERITECH will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

9.5.5.6 SBC-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. AT&T has the right, once annually, to visit each SBC-AMERITECH owned or subcontracted office upon reasonable notice to SBC-AMERITECH or with greater frequency by mutual consent of the Parties. Upon request, SBC-AMERITECH will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

9.5.5.7 AT&T is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with SBC-AMERITECH facilities.

9.5.5.8 AT&T will provide and maintain the equipment at its offices necessary to permit SBC-AMERITECH to perform its services in accordance with the equipment operations and traffic operations which are in effect in SBC-AMERITECH's DA and OS offices. AT&T will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

9.5.5.9 Upon request and to the extent technically feasible, SBC-AMERITECH will unbundle OS and DA from resellers of its Telephone Exchange Service, and for AT&T, so AT&T can provide its own OS or DA service or obtain it from a third party. Also, upon request, SBC-AMERITECH will provide unbundled OS and/or DA as a stand alone unbundled Network Element to AT&T. In either case, AT&T is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to SBC-AMERITECH's designated office, or to the office of another provider, as applicable.

9.5.5.10 Upon request, and as technically feasible, SBC-AMERITECH will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling AT&T to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. 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 AT&T to pay to SBC-AMERITECH its costs of developing, installing, providing and maintaining such Network Element.

9.5.5.11 Specifically, upon request, SBC-AMERITECH will provide through an electronic interface, unbundled access to its DA database to permit AT&T 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 AT&T to pay to SBC-AMERITECH its costs of developing, installing, providing and maintaining such network element.

9.5.5.12 Access of resellers and AT&T to DA and OS of SBC-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 SBC-AMERITECH uses for other customers of its DA and OS services. Upon request, SBC-AMERITECH will, as technically feasible, provide a different quality of service, upon agreement by AT&T to pay to SBC-AMERITECH its costs of developing, installing, maintaining and repairing access to and provision of the Network Element at such quality of service.

9.5.5.13 AT&T will furnish to SBC-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. AT&T will furnish to SBC-AMERITECH all information necessary for the provision of OS and DA.

9.5.5.13.1 To the extent that AT&T does not mirror SBC-AMERITECH's operator surcharge rates, then SBC-AMERITECH will, if technically feasible, enter AT&T's surcharge rates into SBC-AMERITECH's rate tables, and will charge AT&T for changing those tables at the rates then charged by SBC-AMERITECH for such service.

9.5.5.13.2 For DA services, AT&T will furnish SBC-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 SBC-AMERITECH and network information necessary to provide for the direct trunking of the DA calls.

9.5.5.13.3 AT&T will keep these records current and will inform SBC-AMERITECH, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. AT&T will inform SBC-AMERITECH of other changes in the records on a mutually agreed-upon schedule.

9.5.5.14 Upon request, and as technically feasible, SBC-AMERITECH will re-brand such OS and DA services based upon AT&T's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate SBC-AMERITECH for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, AT&T must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving AT&T's Customers.

9.5.5.15 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 AT&T pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with SBC-AMERITECH's name as the provider of the service. Upon request from AT&T, and as technically feasible, SBC-AMERITECH will re-brand OS and DA traffic from AT&T's telephone exchange lines, or to AT&T's unbundled OS or DA network element. Re-branded service requires that AT&T arrange to have the subject OS or DA traffic delivered to SBC-AMERITECH's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable.

Re-branding is provided at rates that recover SBC-AMERITECH's costs of developing, installing, providing and maintaining such service.

9.5.5.16 AT&T grants to SBC-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 SBC-AMERITECH by AT&T under this Agreement will be maintained by SBC-AMERITECH only for providing DA information, and will not be disclosed to third parties. This Section does not prohibit SBC-AMERITECH and AT&T from entering into a separate agreement which would allow SBC-AMERITECH to provide or sell AT&T's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

9.5.5.17 SBC-AMERITECH will supply AT&T with call detail information so that AT&T can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

SCHEDULE 10.9.1
CREDIT ALLOWANCES
MICHIGAN

10.9.1 Credit Allowances.

10.9.1.1 In the event of an interruption to the service provided pursuant to **Section 10.9.1** by a Party (the **"Providing Party"**) to the other Party (the **"Receiving Party"**) which is not due to the negligence or willful act of Receiving Party or its Customer, upon notice and application by Receiving Party an allowance will be made for the time interruption continues.

10.9.1.2 The liability of Providing Party for any credit allowance arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Providing Party, occurring in the course of furnishing service or other facilities and not caused by the negligence of Receiving Party or of Providing Party in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Receiving Party for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission or failure or defect in facilities occurs.

The services furnished by Providing Party, in addition to the limitation set forth preceding, also are subject to the following limitation: Providing Party shall not be liable for any credit allowance arising out of mistakes, omissions, delays, errors or defects in transmission or other injury, including injuries to persons or property from voltages or currents transmitted over the service of Providing Party: (a) caused by Receiving Party or Receiving Party Customer-provided equipment (except where a contributing cause is the malfunctioning of a Providing Party connecting arrangement, in which event the liability of the Providing Party shall not exceed an amount equal to a proportional amount of Providing Party billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by Receiving Party or Receiving Party Customer-provided equipment but which would have been prevented had Providing Party-provided equipment been used.

10.9.1.3 When the lines of other telecommunication providers or facilities of other persons are used in establishing connections to points not reached by the Providing Party's lines, the Providing Party is not liable for any act or omission of the other provider or persons.

SCHEDULE 12.9.1
PHYSICAL COLLOCATION SPACE RESERVATION

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

1. AT&T may reserve additional space in an SBC-AMERITECH Central Office in which it has (or is ordering) for Physical Collocation for permitted telecommunications-related equipment.

2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system (**"Reservation Charge"**).

3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of SBC-AMERITECH by AT&T in the particular Central Office.

4. The reservation takes a priority based on the time at which it is made.

5. In the case of an order for Physical Collocation in a Central Office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) which, when considering all higher priority reservations, still represent(s) available space sufficient to fill the order for Physical Collocation (**"Option Party"**) will be given the option of "enforcing" or relinquishing its (their) reservation(s).

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

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation.

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by reservations of higher priority and which have been enforced, the holder may maintain its reservation as set forth in Paragraph 5 above.

7. In a Central Office, SBC-AMERITECH may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service – including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and Signal Transfer Points (**"STPs"**)) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.

- The total amount of space reserved cannot exceed the amount of space SBC-AMERITECH is currently using in the Central Office.

- SBC-AMERITECH will impute an amount equal to the Reservation Charge to the appropriate operations for which the space is reserved.

- SBC-AMERITECH will remove, upon request from AT&T or the Commission, obsolete and unused equipment as well as unused equipment for which there is no plan to activate and use in that office within ninety (90) days, in order to maximize the total space available for Collocation.

8. SBC-AMERITECH shall enforce its reservation in the same manner in which AT&T and other collocating Telecommunications Carriers shall be required to enforce its reservations. In that case, SBC-AMERITECH will impute the floor space charge to the operations for which the space is reserved.

SCHEDULE 12.12
DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receiving the written notification of the availability of l Collocation space from SBC-AMERITECH, AT&T shall send written verification that it still requires each Collocation space requested on AT&T's application for which space is available. This written notification is AT&T's firm order for service for each Collocation space requested. , AT&T's written notification shall be accompanied by AT&T's payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the **"Initial** COBO **Payment"**). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual service date.

1.2 So long as AT&T has a satisfactory credit rating with SBC-AMERITECH for the twelve (12) month period preceding the date of AT&T's request for Physical Collocation pursuant to **Section 12.12**, AT&T shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
Upon completion of space conditioning and before turnover:	50% of COBO charges

If AT&T's credit rating is not satisfactory within the aforementioned period, AT&T shall pay the COBO charges in accordance with the provisions of SBC-AMERITECH's applicable tariff.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space. Physical Collocation will be provided subject to the following provisions:

2.1 AT&T will be responsible for any extraordinary costs incurred by SBC-AMERITECH to prepare the Collocation space for the installation of AT&T's equipment and for extraordinary costs to maintain the Collocation space for AT&T's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. SBC-AMERITECH will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs plus contribution will be provided to AT&T prior to commencing such work. Extraordinary costs will only be billed to AT&T if such costs have been authorized by AT&T. SBC-AMERITECH must advise AT&T if extraordinary costs will be incurred within twenty (20) Business Days of AT&T's request for space. Otherwise, AT&T will not be responsible for such costs. Extraordinary costs do not include costs associated with normal maintenance and upkeep of the building.

SBC-AMERITECH shall allocate space preparation, security measures and other collocation charges on a pro-rated basis in order to insure that when AT&T is the first entrant into SBC-AMERITECH's premises, AT&T does not bear the entire cost of site preparation. SBC-AMERITECH shall partition the costs by comparing, for example the amount of conditioned space actually occupied by AT&T with the overall space conditioning expenses.

SBC-AMERITECH shall provide to AT&T a written proposal which covers AT&T's requirements for the space and details the associated requirements and the applicable charges required to meet AT&T's specific request and the expected service date. AT&T shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to SBC-AMERITECH. Upon receipt of AT&T's signed proposal, SBC-AMERITECH will begin the work and charge AT&T for the actual time and material needed to complete the modifications plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%), unless approved by AT&T or allowed by other sections of this Agreement.

2.2 AT&T will be responsible for notifying SBC-AMERITECH of any significant outages of AT&T's equipment which could impact any of the services offered by SBC-AMERITECH, and provide estimated clearing time for restoration.

2.3 AT&T is responsible for coordinating with SBC-AMERITECH to ensure that services are installed in accordance with the service request.

2.4 AT&T is responsible for testing, if necessary, with SBC-AMERITECH to identify and clear a trouble when the trouble has been sectionalized (isolated) to an AT&T-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, AT&T shall obtain SBC-AMERITECH's written approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. SBC-AMERITECH may request additional information before granting approval and may require scheduling changes. AT&T must submit written plans for equipment to be installed in the Collocation space prior to commencing installation. If the request is not specifically rejected by SBC-AMERITECH within 20 days of receipt, the request is considered approved.

2.6 SBC-AMERITECH has the right to inspect AT&T's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If AT&T is found to be in non-compliance with the terms and conditions of this Schedule, AT&T must modify its installation to achieve compliance within a reasonable amount of time as suggested by the circumstances. SBC-AMERITECH will notify AT&T in advance of such inspections, and AT&T shall have the right to be present at the time of the inspection.

3.0 Delivery of Virtual Collocation Space

3.1 SBC-AMERITECH shall install, maintain, remove and/or repair all Virtual Collocation equipment.

3.2 SBC-AMERITECH shall ensure that all applicable alarm systems (e.g., power) that support AT&T equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified from AT&T's remote location.

3.3 SBC-AMERITECH and AT&T shall jointly develop procedures for escalation and expedited requests for maintenance of intraoffice facilities.

3.4 AT&T shall remotely monitor environmental and power alarms from a remote location. All remote monitoring will be done in accordance with and as allowed for by Federal Law, the FCC and local guidelines.

3.5 Intentionally omitted.

3.6 SBC-AMERITECH shall install, maintain, remove and/or repair all Virtual Collocation equipment or, at its sole option, shall allow AT&T employees or equipment vendors under contract to AT&T to install updates, including software updates, change notices and certain intrusive maintenance (e.g., extensive trouble shooting and repair) while under escort by an SBC-AMERITECH employee. AT&T agrees to pay for such escort services based on SBC-AMERITECH's standard hourly rates for the type of personnel selected by SBC-AMERITECH to act as the escort.

3.7 SBC-AMERITECH shall, consistent with other sections of this Agreement, use the latest documentation provided by AT&T in either hard copy or electronic form when performing work on AT&T equipment.

3.8 SBC-AMERITECH shall, consistent with other sections of this Agreement, follow applicable AT&T guidelines when working on AT&T equipment.

SCHEDULE 12.15
COMMON REQUIREMENTS

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

1. SBC-AMERITECH shall provide to AT&T any intraoffice facilities that AT&T requests and that SBC-Ameritech provides by tariff or contract to any Carrier.

2. SBC-AMERITECH shall allow for a Fiber-Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, STS-1, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.

3. AT&T may request basic telephone service with a connection jack for the AT&T Physically Collocated space.

4. SBC-AMERITECH shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for AT&T's space and equipment. These environmental conditions shall comply with TELCORDIA Network Equipment-Building System (**"NEBS"**) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

5. SBC-AMERITECH shall provide access, where available, to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility**,** on a twenty-four (24) hours per day, seven (7) days per week basis for AT&T personnel and its designated agents.

6. SBC-AMERITECH shall provide all ingress and egress, of fiber cabling to AT&T Collocated spaces in compliance with AT&T's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. AT&T will pay any additional costs incurred by SBC-AMERITECH to meet any special diversity requirements of AT&T which are beyond those normally provided by SBC-AMERITECH.

7. SBC-AMERITECH shall provide AT&T with written notice five (5) Business Days prior to those instances where SBC-AMERITECH or its subcontractors may be performing non-emergency work that may affect the Collocated space occupied by AT&T or the AC and DC power plants that support AT&T equipment. SBC-AMERITECH will inform AT&T by telephone of any emergency-related activity that SBC-AMERITECH or its subcontractors may be performing that may affect the Collocated space occupied by AT&T or the AC and DC power plants that support AT&T equipment. Notification of any emergency-related activity shall be made as soon as practicable after SBC-AMERITECH learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. By the end of Contract Month 3 the

Implementation Team will agree upon the process for the notification required by this Section (the **"Emergency Notification Process"**). To the extent that the Emergency Notification Process requires SBC-AMERITECH to incur additional costs, AT&T shall reimburse SBC-AMERITECH for such costs.

8. AT&T shall not be required by SBC-AMERITECH to relocate its equipment during the Initial Term or any Renewal Term.. If AT&T, at SBC-AMERITECH's request, agrees to relocate its equipment, then SBC-AMERITECH shall reimburse AT&T for any and all costs reasonably associated with such relocation.

9. Should SBC-AMERITECH sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, SBC-AMERITECH shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power as referenced in this Schedule 12.15 refers to any electrical power source supplied by SBC-AMERITECH for AT&T equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. SBC-AMERITECH will supply power to support AT&T equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. SBC-AMERITECH shall supply power to AT&T at parity with that provided by SBC-AMERITECH to itself or to any third person. If SBC-AMERITECH performance, availability, or restoration falls below industry standards, SBC-AMERITECH shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and AT&T's compliance with the applicable request process and payment requirements of this Agreement, SBC-AMERITECH shall provide power to meet AT&T's reasonable needs for placement of equipment, Interconnection, or provision of service for purposes of Interconnection and access to UNEs.

12. Both AT&T's power equipment and SBC-AMERITECH power equipment supporting AT&T's equipment shall comply with all applicable state and industry standards (TELCORDIA and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.

13. SBC-AMERITECH will provide AT&T with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of causing an outage or any type of power disruption to AT&T equipment located in the SBC-AMERITECH facility. SBC-AMERITECH shall provide AT&T prompt notification (within one (1) hour) by telephone of any emergency power activity.

14. Power plant alarms shall adhere to TELCORDIA NEBS standards TR-EOP-000063 or such other standards mutually agreed to by AT&T and SBC-AMERITECH.

15. Cabling shall adhere to TELCORDIA NEBS standards TR-EOP-000063 or such other standards mutually agreed to by AT&T and SBC-AMERITECH.

16. SBC-AMERITECH shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. SBC-AMERITECH shall within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation, and prior to or concurrent with the initial walkthrough for Virtual Collocation, provide AT&T with a copy of any existing drawings showing AT&T's proposed Collocation space and any related SBC-AMERITECH facilities, and provide information relating to measurements for necessary AT&T cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as SBC-AMERITECH charges other Telecommunications providers for the provision of the foregoing drawings and information, AT&T shall reimburse SBC-AMERITECH for the costs, if any, incurred by SBC-AMERITECH to provide AT&T with such drawings and information.

SCHEDULE 12.15.2
REDUCED INTERVALS

12.15.2.1 The following requirements are applicable to AT&T's request for augments to existing Collocation space. Ameritech will develop the charges referenced in this Schedule and they will be incorporated into the Agreement's **Pricing Schedule** via amendment:

1. SBC-AMERITECH will provide reduced intervals for collocators with existing Physical Collocation space that request the following Interconnection augments. AT&T must submit to SBC-AMERITECH's Interexchange Carrier Service Center (**"ICSC"**) a completed application for a subsequent job. For the reduced build-out interval to apply this application must include an up-front payment of the non-recurring application fee from **Section 21.1** of this tariff and fifty percent (50%) of all applicable tariffed non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for AT&T's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

2. Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required.

3. The above fifteen (15) calendar day interval will apply only when AT&T provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

4. Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks and existing): thirty (30) calendar days.

- 84 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnect panel) and/or
- 200 Copper (shielded or non-shielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement

- Arrange/install fiber cable through innerduct up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet.

5. The above thirty (30) calendar days interval will apply only when AT&T provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or non-shielded) Cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

6. Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): sixty (60) calendar days.

- 168 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SBC-Ameritech will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.
- Arrange/install bay lighting front and back up to three (3) bays.
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet.

7. The above sixty (60) calendar days interval will apply only when AT&T provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

8. Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC-AMERITECH bays, SBC-AMERITECH cable racks and/or cage expansions within active central office space different than described above will require AT&T to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed ninety (90) days. SBC-AMERITECH will work construction intervals for other augments not specifically provided for above.

9. The parties may negotiate intervals for additional standard augments that, after appropriate notice and comment, will be incorporated into the tariff. In the event the parties are

unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the tariff.

SCHEDULE 12.16
ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

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

1. Subject to space limitations and AT&T's compliance with the applicable request process and payment requirements for the space, SBC-AMERITECH shall provide space, as requested by AT&T, to meet AT&T's needs for placement of equipment necessary for Interconnection and access to Network Elements.

2. SBC-AMERITECH shall allow requests for contiguous space in increments of 50 ft^2 for caged or the square footage of one (1) bay (ten (10) square feet) or one (1) cabinet (eighteen (18) square feet) for cageless if the space is not subject to outstanding requests by other Telecommunications Carriers, or otherwise utilized or reserved.

3. Other than reasonable security restrictions, SBC-AMERITECH shall place no restriction on access to the AT&T Collocated space by AT&T's employees and designated agents. Such space shall be available to AT&T designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those SBC-AMERITECH places on its own personnel or independent contractors.

4. For each building in which Collocated space is provided and upon request by AT&T for that building, SBC-AMERITECH will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire provided by AT&T. AT&T may provide this questionnaire with its request for Collocation and SBC-AMERITECH shall return it or the applicable certification to AT&T within ten (10) Business Days after SBC-AMERITECH's receipt thereof.

5. SBC-AMERITECH shall permit AT&T to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by AT&T's work center; provided, however, that no such AT&T-installed equipment shall interfere with the existing use of the Central Office.

6. SBC-AMERITECH shall construct the Collocated space in compliance with AT&T's reasonable request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by AT&T at prices to be determined.

7. AT&T shall not require advance approval from SBC-AMERITECH to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.

8. Central Office power supplied by SBC-AMERITECH into the AT&T equipment area shall be supplied in the form of fused power feeds from SBC-AMERITECH's main power distribution board to AT&T's BDFB located in the designated AT&T equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of AT&T equipment. The termination location shall be as mutually agreed upon by the Parties.

9. SBC-AMERITECH power equipment supporting AT&T's equipment shall:

(a) Provide appropriate and reasonable Central Office ground, connected to a ground electrode located within the AT&T Collocated space, at a level above the top of AT&T's equipment plus or minus two (2) feet to the left or right of AT&T's final request; and

(b) Provide reasonable feeder capacity and quantity to support the ultimate equipment layout for AT&T equipment upon completion of the equipment node construction in accordance with AT&T's request for Collocation.

10. SBC-AMERITECH shall within ten (10) Business Days after the initial walkthrough provide AT&T with: (i) documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses, and (ii) a parallel installation sequence.

11. SBC-AMERITECH shall secure external access to the Physical Collocation space in its Premises in the same or equivalent manner that SBC-AMERITECH secures external access to spaces that house SBC-AMERITECH's equipment.

12. SBC-AMERITECH shall within thirty (30) days of the Effective Date provide to AT&T: (i) work restriction guidelines related to any restrictions on the manner in which an AT&T contractor can perform work on SBC-AMERITECH's Premises, and (ii) a list of SBC-AMERITECH technical guidelines applicable to the collocation of equipment in SBC-AMERITECH's Premises. AT&T acknowledges that it is responsible to order such technical guidelines at its cost and expense. SBC-AMERITECH will notify AT&T in a timely manner of any changes to such work restriction and technical guidelines. Any SBC- AMERITECH work restriction or technical guideline that exceeds or differs from industry standards shall be subject to AT&T review and acceptance. In addition, technical guidelines may not be more restrictive than those applied to SBC-AMERITECH'S own equipment in SBC-AMERITECH Premises.

SCHEDULE 16.10
3D AND CONDO AGREEMENTS

16.10.1 Easement and Building Operating Agreement between Michigan Bell Telephone Co. and AT&T Communications of Michigan, Inc. and associated agreements for 114 N. Division, Grand Rapids, MI.

STRUCTURES

7

Section Contents

7.1 Role of the Ameritech Structure Access Coordinator 7.1-1

7.2 Role of AT&T 7.2-1

7.3 Information Request 7.3-1
- Type of Information to be Supplied 7.3-1
- Exception Involving Confidential Information 7.3-1
- Viewing Room 7.3-1
- Copies of Structure Records 7.3-2
- Limitations of Structure Records Review 7.3-2

7.4 Capacity Reservation 7.4-1
- Capacity Reservation 7.4-1

7.5 Priority Queue 7.5-1
- Determination of Priority 7.5-1
- Maintaining Position in Queue 7.5-1

7.6 Access to Ducts and Conduit 7.6-1
- Information Access - Ducts and Conduit 7.6-1
- Determination of Space Availability 7.6-1
- Presumption of Request for Innerduct Occupancy 7.6-1
- Available Capacity 7.6-1
- Universal Maintenance Spare 7.6-1
- Structure Access Request - Ducts and Conduit 7.6-1
- Field Survey by Ameritech - Ducts and Conduit 7.6-2
- Field Survey assisted by AT&T - Ducts and Conduit 7.6-2
- Field Survey Definition 7.6-2
- Innerduct Identification Tags 7.6-2
- Preferred Entrances and Exits 7.6-3
- Limitations of Field Survey 7.6-3
- Ducts and Conduit Field Survey Intervals 7.6-3
- Denial of Access 7.6-3
- Cost Estimate - Ducts and Conduit 7.6-4
- Return of Billing Authorization 7.6-4
- Definition of Ameritech Make Ready Work 7.6-4
- Force Majeure 7.6-5
- Limitation on Ameritech Obligations 7.6-5
- Duct and Conduit Make Ready Intervals 7.6-5
- Occupancy Permit 7.6-6

7.7 Access to Poles 7.7-1
- Information Access - Poles 7.7-1

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- Definition of Available Pole Capacity 7.7-1
- Limitations of Records 7.7-1
- Structure Access Request (Poles) 7.7-1
- Field Survey - Definition/Limitation 7.7-1
- Field Survey by Ameritech - Poles 7.7-2
- Field Survey Without Ameritech 7.7-2
- Pole Field Survey Intervals 7.7-2
- Denial of Access 7.7-2
- Cost Estimate (Poles) 7.7-2
- Return of Billing Authorization 7.7-2
- Definition of Ameritech Make Ready Work 7.7-3
- Force Majeure 7.7-3
- Limitation on Ameritech Obligations (Poles) 7.7-3
- Successful Completion of Make Ready Work 7.7-3
- Pole Make Ready Work Intervals 7.7-3
- Locations of Attachments 7.7-3
- Selection of Pole Attachment Location 7.7-4
- Construction Guidelines 7.7-4
- Occupancy Permit 7.7-4

7.8 Access to Rights of Way 7.8-1
- Structure Access Request (ROW) 7.8-1
- Records Review 7.8-1
- Field Survey 7.8-1
- Denial of Access 7.8-1
- Make Ready Work 7.8-2
- Occupancy Permit 7.8-2

7.9 AT&T Installation and Maintenance Standards 7.9-1
- General 7.9-1
- Safety 7.9-1
- Protection of Existing Cable Facilities 7.9-2
- Installation Standards 7.9-2

7.10 AT&T Attachment Placement - Conduit 7.10-1
- Occupancy Permit Requirement 7.10-1
- Placement of Attachment Due Date 7.10-1
- Ameritech Job Site Representation 7.10-1
- Additional Requirement for AT&T 7.10-1
- Assignment Location 7.10-1
- Modification 7.10-1

7.11 AT&T Attachment Placement - Poles 7.11-1
- Placement of Attachment Due Date 7.11-1
- Additional Requirement for AT&T 7.11-1
- Attachment Location 7.11-1
- Modifications 7.11-1
- Service Wire, Splice and Terminal Mounting 7.11-1

7.12 Maintenance 7.12-1
- Maintenance of Conduit 7.12-1
- Poles 7.12-1
- Disaster Recovery - Structures (Fiber, Conduit, Manholes, Pole Attachments, etc.) 7.12-1

7.13 Unauthorized Attachments 7.13-1

- Unauthorized Attachments 7.13-1
- Determination of Applicable Charges 7.13-1
- No Ratification or Waiver 7.13-1

7.14 Fees 7.14-1
- Cost Recovery 7.14-1
- Ameritech Cost Estimate 7.14-1
- Attachment Rental Fees 7.14-1
- Structure Bill True-Up 7.14-1

7.15 Modifications Which Add Capacity to Structure 7.15-1
- Notification of a Modifications 7.15-1

7.16 Limitations on Structure Access Requests 7.16-1
- Timing of Requests 7.16-1
- Limitations of Estimated Intervals 7.16-1
- Limitation of Scope 7.16-1

7.17 Additional Structure Planning 7.17-1
- Meeting to Review Growth Forecast 7.17-1

7.18 Points of Contact 7.18-1

7.19 Performance Standards 7.19-1

7.20 Exhibits 7.20-1

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STRUCTURES

7

This section contains guidelines which further define the processes by which AT&T will obtain access to poles, ducts, conduits, and rights of way (individually and collectively referred to as "Structure") as agreed to in Article XVI of the *Interconnection Agreement.*

Except as otherwise permitted by applicable law, access to all Ameritech-owned or Ameritech-controlled Structure shall be provided to AT&T on a basis that is nondiscriminatory to that which Ameritech provides to itself, its Affiliates, Customers, or any other person.

Plan-for-Plan/Issue-in-Dispute Summary

Note that all Plan-for-Plan and Issue-in-Dispute information is summarized here in the section overview for the reader's convenience. These descriptions are also referenced whenever a particular Plan for a Plan or Issue in Dispute is referred to later in this section.

Plan-for-Plan Descriptions

The following items addressed in this section require a Plan for a Plan at the time of printing this version of this *Implementation Plan*.

Plan-for-Plan 7-1. Performance Standards & Penalties

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech
Objective:	Develop format for reporting performance standards to measure Ameritech's performance in executing AT&T's structure requests as agreed to in the *Interconnection Agreement*. This plan addresses the format of the performance standards reports as well as the development of the appropriate penalties, pursuant to Article 16.6 of the *Interconnection Agreement*.
Issues:	Time Frame and appropriateness of penalties for each standard
Dependencies:	Scope, Related Orders, Intervals
Constraints:	
Time Frame:	2/28/98

Plan-for-Plan 7-2. Comparable Treatment

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech
Objective:	To define a process that will allow AT&T to verify that it is obtaining access to Structure in a nondiscriminatory manner as all other parties including Ameritech pursuant to Article 16.6 of the *Interconnection Agreement*.
Issues:	Reach agreement on what information is required and how it will be presented to AT&T to meet the above objective.
Dependencies:	None
Constraints:	Future mechanization of processes by multiple parties
Time Frame:	2/28/98

Issue-in-Dispute Description

Issue-in-Dispute 7-1. Modification Cost Recovery

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech **Objective**: To establish means to recover costs of modifications to Ameritech's structure.
Issues:	Article 16.3.4 states that the Implementation Team should develop the process to recover the costs for any modifications. AT&T and Ameritech cannot agree on the role each company would take in that recovery process. Per Article 16.3.4, Ameritech owns all modifications to Ameritech's structure. (This issue includes Modification Cost Recovery process for unauthorized attachments and maintenance spare) Need a process to identify, by section, the appropriate cost to be reimbursed to the company initiating the modification. Need a process of how and when the ASAC will notify AT&T that Ameritech or other 3rd parties are utilizing the modified structure.
Dependencies:	FCC Rules/NPRM on Modification of Structure AT&T and Ameritech will true up any interim procedures established now when the FCC Rules are complete
Constraints:	none

7.1 Role of the Ameritech Structure Access Coordinator

The role of the Ameritech Structure Access Coordinator (ASAC) is to be a single point of contact for AT&T. The ASAC shall:

(a) provide single point of contact for structure access

(b) coordinate the queuing requests of attaching parties for access to Ameritech Structure

(c) answer questions of AT&T pertaining to obtaining access to Structure

(d) coordinate the following processes for AT&T:
  (i) access to maps, records and additional information regarding Structure (hereafter referred to as "Structure Records")
  (ii) field survey to determine availability of Structure
  (iii) Make Ready Work (which, in some cases, may include Modification Work)
  (iv) AT&T construction activities

(e) interpret Ameritech methods and procedures

(f) receive and process AT&T's application for access to Structure

(g) negotiate scope and delivery of Field Survey due dates

(h) negotiate scope and delivery of Make Ready Work due dates

(i) provide notification of and corrective action to eliminate disputes between attaching parties

(j) provide AT&T with written documentation of the determinations of Structure availability

(k) issue occupancy permits to AT&T

7.2 Role of AT&T

AT&T shall:

(a) Request access to Ameritech Structure Records from the ASAC.

(i) Issue Billing Authorization - Billing Authorization equates to or accompanies a Structure Access Request. For purposes of these Guidelines, Billing Authorization shall be defined as AT&T's paying any required deposit and AT&T's written authorization (on the forms identified in this section) permitting Ameritech to bill AT&T for work identified on these forms. There will be a true up of costs. The true-up process for any structure-related billing items is described in Section 7.14 in this *Implementation Plan*.

(b) Make written request for access to Ameritech Structure through ASAC-prescribed forms. (See Section 7.20 - Exhibits for Forms.)

(c) Provide stick map or route map showing locations of the Ameritech Structure requested for access.

(d) Provide detailed descriptions of the requested location of all proposed attachments to Ameritech Rights of Way.

(e) Authorize the ASAC to schedule a Field Survey.

(i) Issue Billing Authority , as defined herein, for Ameritech to perform Field Survey by AT&T submitting appropriate A-1 form.

(ii) Provide innerduct identification tags.

(f) Approve Ameritech to perform Make Ready Work (in some cases, may include Modification Work).

(i) Issue Billing Authorization for Ameritech to perform Make Ready Work.
(ii) Provide innerduct identification tags.

(g) Receive Occupancy Permit from ASAC as provided in Sections 7.6.21, 7.7.20, and 7.8.6 of this *Implementation Plan*.

(h) Schedule attachment installation (cable placement) with ASAC

(i) Complete attachment installation within one hundred and eighty (180) days from date Occupancy Permit is received from Ameritech.

(j) 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 AT&T's attachments at the location of the Structure AT&T uses.

7.3 Information Request

AT&T may request access to Ameritech Structure Records in one of two ways:

(a) Request for AT&T to view Ameritech Structure Records

(b) Request to have Ameritech perform a records check for AT&T

AT&T shall submit the request on form RC-1 with a stick map and/or a description containing sufficient information for Ameritech personnel to determine which records are required. The request must include a deposit on the estimated cost of the viewing room and/or for map preparation and issuance if the request is to view the records. If the request is for Ameritech to perform the records check, the deposit shall be on the estimated costs of the work to perform the records check and appropriate billing authorization will be issued as described in Section 7.2 of this *Implementation Plan*. (See also Section 7.14 on Fees).

7.3.1 Type of Information to be Supplied

Ameritech will provide to AT&T information (with respect to all Structure that Ameritech owns or controls) currently available on Ameritech's Structure Records, which includes (to the extent available) the following:

(a) location of the structure, street addresses for manholes and poles as shown original had this on Ameritech maps

(b) footage between manholes or lateral ducts lengths, as shown on Ameritech maps

(c) footage between poles, if shown on Ameritech maps

(d) total capacity

(e) available capacity

7.3.2 Exception Involving Confidential Information

When Ameritech maps and/or records to be viewed contain confidential and/or proprietary information:

(a) Ameritech will expunge confidential and/or proprietary information before AT&T is provided access to view the documents and/or is issued copies.

(b) If confidential and/or proprietary information must be expunged before disclosure of Structure Records, the ASAC will provide an estimated cost for map preparation and the date for completion of the map preparation to AT&T. AT&T must pay a deposit to the ASAC based upon the estimated amount of the map preparation costs before map preparation will be initiated. Billing authorization will be issued as described in Section 7.2 of this *Implementation Plan*.

7.3.3 Viewing Room

(a) Within ten (10) business days after AT&T submits Billing Authorization to the ASAC, the ASAC will notify AT&T of the place and time that AT&T may view the Structure Records.

(b) If the requested Structure Records do not contain un-expunged confidential and proprietary information, access to the records will be provided within five (5) business days after ASAC notifies AT&T in accordance with paragraph (a), above.

(c) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when AT&T will be provided with access will be determined on a case by case basis, based upon size and complexity of the request, and will be identified in the above notice, but such access shall be provided within ten (10) business days after ASAC notifies AT&T, in accordance with paragraph 7.3.3(a) above, unless otherwise mutually agreed to by Ameritech and AT&T.

(d) The viewing room must be reserved for a minimum of two (2) hours. AT&T may request additional time prior to the viewing date. Ameritech may not be able to provide AT&T with unscheduled additional time for viewing Ameritech's Structure Records on the viewing date.

(e) Ameritech will make available an Ameritech representative with sufficient knowledge about Ameritech Structure Records to clarify matters relating to such Structure Records and to assist AT&T during their viewing.

7.3.4 Copies of Structure Records

(a) Copies of Structure Records which do not require preparation in accordance with section 7.3.3 above will be provided within ten (10) business days after AT&T submits Billing Authorization to the ASAC, if AT&T is entitled to copies per the Interconnection Agreement (AT&T is entitled to copies in all states except Illinois).

(b) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when AT&T will be provided with copies will be determined on a case by case basis, based upon size and complexity of the request, but such copies shall be provided within twenty (20) business days after AT&T submits its Billing Authorization, in accordance with paragraph 7.3.1 above, unless mutually agreed to by Ameritech and AT&T.

(c) Structure Records are considered confidential and are subject to the confidentially requirements of any applicable Interconnection Agreements, tariff, or otherwise.

(d) AT&T and its designees shall use the Structure Records to design and implement AT&T's network. AT&T shall not sell to, provide to, or permit the use of the Structure Records by a third party.

7.3.5 Limitations of Structure Records Review

The completion of a review of Structure Records does not imply that the ASAC has approved a Structure Occupancy Permit for AT&T.

7.4 Capacity Reservation

7.4.1 Capacity Reservation

No party, including Ameritech, will be allowed to reserve space in or on Ameritech's Structure for future needs. Notwithstanding the foregoing, AT&T 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.

7.5 Priority Queue

(First in Time - First in Right)

7.5.1 Determination of Priority

The priority for right of access to existing capacity in Ameritech's Structure will be determined by the actual time that AT&T's written Structure Access Request, in accordance with paragraphs 7.6.6, 7.7.4, and 7.8.1 below, is received by the ASAC. Structure Access Requests for all parties including Ameritech will be treated in a non-discriminatory manner.

7.5.2 Maintaining Position in Queue

(a) Position is based on the date and time stamp on the written Structure Access Request.

(b) Position remains as long as AT&T continues processing of the request for access, including Field Survey, Make Ready Construction and facilities placement in accordance with the time frames set forth in this Section (7) of the *Implementation Plan.*

(c) If AT&T does not process its requests for access in accordance with the time frames set forth in these Guidelines, AT&T's request shall be considered expired.

(d) Any change to a Structure Access Request (as defined in paragraphs 7.6.6, 7.7.4 and 7.8.1 below) will be deemed a new request for purposes of position in the queue, and a new date and time stamp will be affixed to the Request. AT&T will be notified if this occurs.

(e) If at any time in the processing of a request a conflict arises concerning priority rights, the ASAC will use the written Structure Access Requests with date and time stamps to resolve the issue.

7.6 Access to Ducts and Conduit

"Ducts" and "Conduit" have the meaning assigned to them in the applicable *Interconnection Agreement*.

7.6.1 Information Access - Ducts and Conduit

AT&T will be provided access to review Ameritech Structure Records for ducts and conduit, as defined in Section 7.3.

7.6.2 Determination of Space Availability

The apparent availability of spare capacity indicated by the review of Ameritech Structure Records does not guarantee the actual availability or structural integrity of ducts and conduit. Space availability of Ameritech ducts and conduit is determined during the Field Survey and integrity is determined by the completion of the Ameritech Make Ready work.

7.6.3 Presumption of Request for Innerduct Occupancy

It is presumed that a request for occupancy of conduit is for occupancy of an innerduct. If due to the size of AT&T's cable, a whole duct is required, AT&T's request will be based on a whole duct. A whole duct may not be used for a cable that can be accommodated in an innerduct. If innerduct does not exist in the requested conduit, Ameritech will place innerduct, at AT&T's cost (refer to Make Ready Work/Billing Authorization).

7.6.4 Available Capacity

Unoccupied conduit, duct and/or innerduct space is assumed available for use by an attaching party, excluding the conduit, ducts and/or innerducts reserved for the universal maintenance spare, municipal use, or which are subject to the pending, prior request of another attaching party. With respect to ducts which are apparently vacant and available but cannot be occupied due to blockage, Ameritech will take all reasonable steps to create the necessary space in such blocked ducts, at AT&T's cost (refer to Make Ready Work/Billing Authorization). If AT&T ceases to use Attachments for any period of one hundred and eighty (180) consecutive days, such Attachments are presumed to be usable for attachments of other attaching parties, but require a sixty (60) day notice to the attachment owner before removal.

7.6.5 Universal Maintenance Spare

A universal maintenance spare is one (1) whole spare duct (typically 4") and one (1) spare innerduct. The universal maintenance spare in each manhole is available to all existing attaching parties (and Ameritech)which have existing working cables in the conduit system, for maintenance purposes. Only one party at any time may occupy the maintenance spare. Any party utilizing the maintenance spare must vacate the maintenance spare within sixty (60) days after placing its facilities in the universal maintenance spare. Access to a Universal Maintenance Spare must be requested through the ASAC and the ASAC must grant access to AT&T within five (5) business days of the request. This section (7.6.5) applies to routine maintenance. For emergency situations, Section 7.12.3, below, applies.

7.6.6 Structure Access Request - Ducts and Conduit

(a) To request access to ducts and conduit, AT&T shall submit:

(i) Forms C1 & C2 (conduit) attached hereto in Section 7-20, Exhibits.

(ii) Associated maps and/or written descriptions for each request (which shall include the number, type and size of facility AT&T plans to install and if available all the locations at which AT&T proposes to interconnect its ducts with Ameritech manholes and all manhole locations where an entrance or exit to Ameritech's conduit structure will be required).

(b) The ASAC will enter AT&T's request for access to Ameritech Structure into the Priority Queue. (See Priority Queue Process defined in Section 7.5.)

7.6.7 Field Survey by Ameritech - Ducts and Conduit

(a) The ASAC will provide to AT&T an estimated cost for the Field Survey. This will be on Form A-1.

(b) AT&T will pay any required deposit and sign the appropriate form as Billing Authorization to proceed with the Field Survey.

(c) Ameritech will complete the Field Survey in accordance with intervals as agreed to. See section 7.6.13.

(d) AT&T may supply a representative.

(e) Ameritech personnel will notify AT&T within twenty-four (24) hours prior to beginning the Field Survey, if AT&T wishes to have a representative present.

7.6.8 Field Survey assisted by AT&T - Ducts and Conduit

If, after receipt of the Structure Access Request, Ameritech determines it will be unable to complete Field Survey work in accordance with standard intervals as defined in 7.6.13, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with the Field Survey. The following apply:

(a) AT&T or its Ameritech approved contractor may prepare manholes for entry (open, test, ventilate, pump, etc.).

(b) An Ameritech representative will perform the Field Survey work with an AT&T representative, and the Ameritech representative will specify locations of attachments

(c) All standards and conditions specified in section 7.9 will be followed.

(d) AT&T will not be allowed to perform any Field Survey work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies.

7.6.9 Field Survey Definition

A Field Survey is a physical check of the locations requested by AT&T to enter, exit, and place equipment in Ameritech ducts and conduit and includes (to the extent available) the following:

(a) availability of space within existing lateral knockouts,

(b) availability of space for cable maintenance loops,

(c) availability of space for splice cases,

(d) availability of space for cable racking,

(e) availability of space for manhole core bores,

(f) availability of actual vacant conduit/innerduct,

(g) preliminary investigation of potential modifications if no available capacity exists.

7.6.10 Innerduct Identification Tags

AT&T must supply innerduct identification tags to the Ameritech representative onsite or prior to the Field Survey. The identification tags must include:

(a) AT&T's name and

(b) a space for the date of the Field Survey.

7.6.11 Preferred Entrances and Exits

The preferred entrances and exits of Ameritech's conduit system for attaching parties is at established openings. These openings are building entrances, points at which cable enters Ameritech's underground conduit facilities, stubbed-off ducts and pre-formed manhole lateral knockouts. If the preferred entrances or exits are not available, entrance to an Ameritech manhole may be created by core boring of the manhole wall, unless such engineered access to the manhole is denied by Ameritech for reasons of Insufficient Capacity, safety, reliability or engineering (as defined in the applicable *Interconnection Agreement*).

7.6.12 Limitations of Field Survey

A Field Survey does not guarantee the integrity of the ducts and conduit to accommodate the requested access. The Field Survey does not authorize AT&T to occupy Ameritech ducts and conduit. Such authorization is granted once the Occupancy Permit has been issued. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

7.6.13 Ducts and Conduit Field Survey Intervals

The standard interval for Field Survey work for Ducts and Conduit that is to be performed by Ameritech is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms C-1 and C-2. The clock stops when the ASAC sends a Form A-1 to AT&T to notify of the estimated Make Ready work.

7.6.14 Denial of Access

Based on the information from Structure Records and the completed Field Survey, the ASAC will determine if the requested access to Ameritech's Structure can be provided to AT&T.

(a) Ameritech will not make Structure available in the following cases:

  (i) Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity (as defined in the *Interconnection Agreement*) to accommodate the requested Attachment; or,

  (ii) Where an Attachment cannot be accommodated based upon non-discriminatorily applied consideration of safety, reliability, or engineering principles.

(b) If the ASAC proposes to deny AT&T access to the requested Ameritech Structure, the ASAC will provide a detailed, written reason for denial within forty-five (45) days of the date of such request pursuant to the applicable *Interconnection Agreement*.

(c) If additional information is discovered while performing AT&T's Make Ready work which would require the ASAC to deny AT&T access to its Structure, the ASAC will provide to AT&T a detailed, written reason for denial within five (5) business days of discovery.

(d) If a denial is proposed to be made for any reason, Ameritech will offer to meet with AT&T and explore reasonable alternatives to accommodate the proposed attachment.. The ASAC will schedule the meeting to take place within ten (10) business days of receipt of AT&T's written request for a meeting.

7.6.15 Cost Estimate - Ducts and Conduit

If it is determined from the records and Field Survey that access to ducts and conduit is possible by appropriate Make Ready Work, Ameritech will:

(a) notify others parties of any proposed modification to ducts and conduit to which they are attached if a notification is required (see 7.15)

(b) provide to AT&T an estimate of cost for the Make Ready Work (if other attached parties must be notified, the provision of the cost estimate will be delayed for at least the 60 days they have to reply)

7.6.16 Return of Billing Authorization

(a) AT&T shall return a Billing Authorization to the ASAC to perform the necessary Make Ready Work within forty-five (45) days of receiving the Ameritech estimated cost for the proposed Make Ready Work from the ASAC. If AT&T has not returned the ASAC Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired. (See Priority Queue Process in Section 7.5)

(b) The ASAC shall provide AT&T an estimated completion date, as defined in 7.6.20 below, within seven (7) days business days of receiving the Billing Authorization (for both routine and non-routine).

(c) If Ameritech determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 7.6.20, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with Make Ready.

7.6.17 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work, is any construction that is required to be performed by ~~the~~ Ameritech to prepare the Ameritech ducts and conduit for attachment or occupancy by AT&T. The following lists are not necessarily all-inclusive, but are indications of types of Make Ready work.

Routine Make Ready Work

(a) verifying the integrity of the Ameritech conduit/innerduct (rodding).

(b) placing innerduct

(c) tagging innerduct assigned for AT&T use (AT&T to supply innerduct identification tags which must have (I) AT&T name, and (ii) space for a date)

(d) placing innerduct couplers

Non-routine Make Ready Work

(e) core boring manhole walls

(f) repairing or clearing broken or blocked conduit

(g) constructing additional conduit (includes placing innerduct and tagging)

(h) rebuilding or replacing manholes

The following applies:

(a) When AT&T is allowed to perform certain Make Ready work, all standards and conditions specified in section 7.9 will be followed.

(b) AT&T will not be allowed to perform any Make Ready work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies. If AT&T is denied the ability to perform certain Make Ready Work, Ameritech will address the reason for such denial on a case-by-case basis.

7.6.18 Force Majeure

Ameritech will not be responsible for any Make Ready Work delays due to pull tapes breaking and/or innerduct couplers failing, local conditions, inability to obtain permits or due to Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.6.19 Limitation on Ameritech Obligations

Ameritech is not required to construct ducts or conduit in locations where these items do not currently exist, in order to provide ducts, or conduit occupancy to AT&T. Upon request by AT&T, Ameritech may consider constructing such duct or conduit extensions. Ameritech is required to make the Ameritech-owned Right-of-Way available to AT&T to construct AT&T poles, conduits or ducts, or to bury AT&T's own cable as required in Section 16.1.1 of the *Interconnection Agreement*. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

7.6.20 Duct and Conduit Make Ready Intervals

Routine Make Ready Work

The standard interval for Routine Make Ready work (as defined in 7.6.16) for Ducts and Conduit that is to be performed by Ameritech is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. There will be no limits on engineering requests per office. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives billing authorization (Form A-1). The clock stops when the ASAC issues an occupancy permit.

Non-Routine Make Ready Work

Because of the variable nature of Non-Routine Make Ready work, completion intervals will be negotiated after Field Survey work is complete. Ameritech will provide to AT&T an estimated completion interval for Non-Routine Make Ready work within seven (7) days of Ameritech receiving a completed Form A-1 from AT&T, if no other attaching parties must be notified.

All Make Ready Work

If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days. If Ameritech is unable to complete Make Ready work in a reasonable time frame, AT&T may be allowed to perform certain Make Ready work in accordance with 7.6.15 and 7.6.16.

(a) If a mutually agreed upon completion date cannot be reached, the Job Administration Management System (JAM)* coding will be applied to the scope of the work to determine the completion date. Once the completion date is established the work will start within 10 business days.

(b) If Ameritech cannot meet AT&T's requested completion date, AT&T will have the option of performing the work to meet the requested completion date.

* (JAM) or other Ameritech mechanized interval scheduling system

7.6.21 Occupancy Permit

(a) Within five (5) business days after notification of successful completion of all Make Ready Work associated with the Structure Request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form C1) to AT&T.

(b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within on hundred eighty (180) days from the date AT&T receives Occupancy Permit. Conduit rental rates will apply during the one hundred and eighty (180) day period.

7.7 Access to Poles

"Poles" means poles owned and controlled in whole or in part by Ameritech.

7.7.1 Information Access - Poles

AT&T will be provided access to Ameritech Structure records for poles as defined in Section 7.3.

7.7.2 Definition of Available Pole Capacity

Available pole capacity is unoccupied but usable space on a pole, that complies with Section 7.9, AT&T Installation and Maintenance Standards of this document, excluding space which is subject to a pending request of another attaching party or is reserved for municipal government use. The availability of poles for attachments, and attachment types and practices, may depend upon the policies, practices, and contractual rights of parties, generally electric power companies, with whom Ameritech has joint use or joint ownership arrangements regarding such poles.

7.7.3 Limitations of Records

Ameritech pole maps and/or records provide information only on the existence of poles owned or controlled in whole or in part, by Ameritech, but do not contain information regarding available pole capacity. Available pole capacity can be determined only during a Field Survey.

7.7.4 Structure Access Request (Poles)

(a) To request access to poles, AT&T shall submit:

(i) Forms P1 & P2 (poles)

(ii) The associated maps and written description for each request. AT&T shall include the number of, type, size location of the attachments it proposes to install on the Form P2.

(b) The ASAC will enter AT&T's request into the Priority Queue. (See the process defined in Section 7.5 herein.)

(c) AT&T may choose to perform the field survey, AT&T may request Ameritech to perform the field survey, or joint agreements between Ameritech and power companies may require Ameritech and AT&T to participate in a joint field survey.

7.7.5 Field Survey - Definition/Limitation

(a) A Field Survey is a physical check of each pole to identify availability of space for attachments and any required Make Ready Work.

The field survey includes (where available):

(i) availability of space for power supplies

(ii) availability of space for cables

(iii) availability of space for terminals

(iv) availability of space for laterals

(v) proper bonding and grounding

A Field Survey does not guarantee available pole capacity. Also, the Field Survey does not imply that the ASAC has approved pole attachments for AT&T. An Ameritech occupancy permit will indicate Ameritech's approval for pole attachment.

7.7.6 Field Survey by Ameritech - Poles

(a) Where power company practices under applicable joint use or joint ownership agreements require Ameritech to perform the Field Survey, Ameritech will notify AT&T of such requirement within five (5) business days of AT&T's Structure Access request.

(b) Ameritech will provide to AT&T the estimated cost for performing the Field Survey

(c) AT&T will provide Billing Authorization (Form A1) for Ameritech to proceed with the Field Survey

(d) Ameritech will complete the Field Survey in accordance with intervals as detailed in 7.7.8

(e) AT&T, the Electric Company and all other parties with attachments may supply a representative.

(f) Ameritech or a qualified contractor will inspect each pole to determine available capacity for an additional attachment.

(g) Ameritech will notify AT&T within twenty four (24) hours prior to beginning the Field Survey if AT&T is to provide a representative

7.7.7 Field Survey Without Ameritech

Where AT&T may perform the survey without the accompaniment personnel, AT&T will be responsible for providing Ameritech with information on any Make Ready Work required for any existing party attached to the pole.

7.7.8 Pole Field Survey Intervals

The standard interval for Field Survey work for Poles that is to be performed by Ameritech is 25 business days for the first 25 poles and an additional 2 business days for each additional 25 poles. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms P-1 and P-2. The clock stops when the ASAC sends a Form A-1 to AT&T to notify of the estimated Make Ready work.

7.7.9 Denial of Access

Ameritech will determine if access to poles can be provided to AT&T as detailed in section 7.7.8.

7.7.10 Cost Estimate (Poles)

If it is determined from the Field Survey, that AT&T may have access to Ameritech Structure, the ASAC will:

(a) notify other parties of proposed modifications to Structure to which they are attached if a notification is required (See section 7.15)

(b) provide to AT&T an estimated cost for the Ameritech Make Ready Work.

7.7.11 Return of Billing Authorization

(a) AT&T shall return a Billing Authorization (Form A-1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost for proposed Ameritech Make Ready work. If AT&T has not returned the Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired.

(b) The ASAC shall provide AT&T an estimated completion date, as defined in 7.7.16 below.

(c) If Ameritech determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 7.7.8, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with Make Ready.

7.7.12 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work:

(a) is any work that is required to be performed by Ameritech to make poles ready for AT&T's attachment.

(b) does not include any work regarding the facilities or attachments of other parties with attachment to the pole necessary to accommodate AT&T's attachment.

The following applies:

(a) When AT&T is allowed to perform certain Make Ready work, all standards and conditions specified in section 7.9 will be followed.

(b) AT&T will not be allowed to perform certain Make Ready Work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies. If AT&T is denied the ability to perform certain Make Ready Work, Ameritech will address the reason for such denial on a case-by-case basis.

7.7.13 Force Majeure

Ameritech is not responsible for Make Ready Construction Work delays due to, local conditions, inability to obtain permits or Force Majeure as defined in the *Interconnection Agreement* in Section 30.5.

7.7.14 Limitation on Ameritech Obligations (Poles)

Ameritech is not required to construct or acquire additional poles in locations where Ameritech poles do not currently exist in order to provide pole attachments to AT&T. Upon request by AT&T, Ameritech may consider constructing or acquiring such additional poles. Ameritech is required to make Ameritech Right-of-Way available to AT&T to construct AT&T's own poles as defined in Articles 16.1.1 and 16.3.2 of the *Interconnection Agreement*.

7.7.15 Successful Completion of Make Ready Work

Successful completion of Ameritech Make Ready Work and that of other parties with attachments will determine pole space availability. The successful completion of Make Ready Work does not imply that Ameritech has approved pole attachments for AT&T. An Ameritech Occupancy Permit will indicate approval of the pole attachment.

7.7.16 Pole Make Ready Work Intervals

Because of the variable nature of Make Ready work, completion intervals will be negotiated after Field Survey work is complete. Ameritech will provide to AT&T an estimated completion interval for Make Ready work within seven (7) business days of Ameritech receiving completed Form A-1 from AT&T, if no other Attaching Parties must be notified. If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days.

7.7.17 Locations of Attachments

Possible locations for Attachments are:

(a) "Overbuild Space" is defined herein as the location on the pole available for attachments a minimum of twelve inches (12") above the highest existing communications attachment and below the bottom of neutral space.

(b) "Underbuild Space" defined herein as the location on the pole available for attachments a minimum of twelve inches (12") below the lowest existing communications attachment but adhering to the minimum NESC ground clearance requirements.

(c) A "Standoff Bracket" used to add capacity and to attach an additional attachment on an existing pole.

(d) Overlashing - is defined as attaching a cable to an existing AT&T cable

Use of Overbuild Space, Underbuild Space, a Standoff Bracket, or Overlashing may not be permitted on poles which Ameritech has a joint use or joint ownership agreement with a power company and may be dependent upon the power company policies and practices prohibiting such uses.

7.7.18 Selection of Pole Attachment Location

AT&T will recommend a location and Ameritech will select upon consideration of that recommendation the location of the poles for AT&T's attachments. The selection will be based on safety, reliability or general engineering principles and will be applied in a nondiscriminatory fashion.

7.7.19 Construction Guidelines

Once a pole attachment location is chosen for construction, it should be maintained throughout the area of construction if at all possible. Exceptions will be subject to review by the ASAC and denied only for safety, reliability or engineering principles.

7.7.20 Occupancy Permit

(a) Within five (5) business days after notification of successful completion of all Ameritech Make Ready Work associated with the structure request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form P1) to AT&T.

(b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has issued the Occupancy Permit to AT&T. Pole rental rates will apply during the one hundred and eighty (180) day period.

7.8 Access to Rights of Way

"Ameritech Rights of Way" are rights of way owned or controlled by Ameritech as defined in the applicable Interconnection Agreement.

7.8.1 Structure Access Request (ROW)

(a) To request access to Ameritech Rights of Way (ROW), AT&T will submit to the ASAC:

(i) an R1 form (attached hereto in Section 7-20, Exhibits)

(ii) a detailed drawing and description of the proposed ROW that is requested to be occupied

(iii) a print detailing the proposed location and nature of AT&T's attachments (buried cables, terminals, equipment nodes sites, controlled environmental vaults, etc.).

(iv) a deposit as calculated on the R1 form.

(b) The ASAC will enter AT&T's request int the Priority Queue. [See the Priority Queue process defined in Section 7.5 herein.]

(c) If AT&T requests access to Ameritech ROW where Ameritech has not existing ROW, Ameritech shall not be required acquire new Row.

7.8.2 Records Review

Within ten (10) business days of the Structure Access Request to access ROW, Ameritech will perform an internal Ameritech ROW records review. The ROW records review will not determine space availability. Space availability for ROW can only be determined by performing a Field Survey.

7.8.3 Field Survey

(a) the ASAC shall notify AT&T.

(b) If needed, AT&T may perform a Field Survey or request the ASAC to arrange for Field Survey to be scheduled within seven (7) business days of receiving the Billing Authorization from AT&T.

(c) If AT&T performs the Field Survey, AT&T will arrange for the location of all existing subsurface facilities in the requested Ameritech ROW.

(d) During the Field Survey, any necessary Make Ready Work will be identified

(e) AT&T will select the location within the rights-of-way for its attachment or the occupancy of the right-of-way subject to approval by the ASAC. Approval will be denied only for safety, reliability or general engineering principles

7.8.4 Denial of Access

Ameritech will determine if access to ROW can be provided to AT&T and provide notification as detailed in Section 7.6.13.

7.8.5 Make Ready Work

(a) If it is determined from the Field Survey that AT&T may have access to Ameritech ROW, the ASAC will provide an estimate cost for the Make Ready Work to AT&T to form A1.

(b) AT&T shall return the Billing Authorization (Form A1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost proposed Make Ready Work. If AT&T has not returned the Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired and AT&T will lose its position in the Priority Queue if there are other attaching parties in the Priority Queue. (See Process for Priority Queue defined in Section 7.5 herein.)

(c) Ameritech shall provide AT&T a due date by which the ROW Make Ready Work shall be completed within seven (7) business days of receiving the AT&T Billing Authorization

7.8.6 Occupancy Permit

(a) Within five (5) business days after successful completion of all Make Ready Work, Ameritech will issue an Occupancy Permit (Form R1) to AT&T.

(b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date AT&T has received the Occupancy Permit from Ameritech.

7.9 AT&T Installation and Maintenance Standards

7.9.1 General

AT&T workers or contractors may have occasion to work in, on or near Ameritech Structure in various circumstances:

(a) When installing or maintaining AT&T facilities

(b) Performing Field Survey work per sections 7.6.8, 7.7.7, or 7.8.3

(c) Performing Make Ready work per sections 7.6.16, 7.7.12 or 7.8.5

In all cases :

(a) Ameritech must have a designated representative on the job whenever AT&T or its contractors are working in ducts and conduit

(b) When AT&T is going to perform installation, Field Survey, Make Ready, or routine maintenance work, Ameritech must be notified 5 business days in advance of AT&T's start date to provide a representative.

(c) AT&T is responsible for all actions of AT&T workers or contractors

(d) AT&T workers or contractors must be fully trained and it is AT&T's responsibility to insure they follow all applicable safety rules and construction standards as listed below.

(e) AT&T will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by AT&T 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.

(f) When AT&T is allowed to perform Field Survey or Make Ready work, AT&T may subcontract the work with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes.

(g) The Ameritech representative shall have full authority, but not responsibility, to stop any work operations that do not conform to the applicable rules and standards

(h) AT&T shall be responsible to obtain any and all work or construction permits necessary to perform work they will perform

7.9.2 Safety

While working on or in Ameritech Structure, all AT&T employees, agents, contractors and representatives must abide by the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction over the subject matter. AT&T shall be responsible to insure its workers abide by all safety rules, and the Ameritech Representative assigned to the job shall have authority, but not the responsibility, to enforce all safety rules.

The following list, which is not all inclusive, highlights some specifics:

(a) All workers must wear appropriate attire whenever doing work in or near Ameritech manholes to include safety vests, hard hats, etc.

(b) All manholes must undergo air monitoring and proper ventilation before and during manhole entries

(c) Manhole guards must be present at all times while the manhole is open

(d) No smoking is allowed within the vicinity of an open manhole

(e) No open torches are allowed inside or near a manhole

(f) All governmental rules and regulations for traffic control are to be followed

(g) Water must be pumped in a manner to minimize its effect on traffic. Always pump to the nearest drain, and salt should be placed where water touches pavement during freezing temperatures

7.9.3 Protection of Existing Cable Facilities

Whenever working in or near Ameritech Structure, all workers are to take all necessary precautions to prevent any damage to any existing cable facilities that are already attached to the Structure. Some common precautions to take are:

(a) Workers shall not step/stand on any communications facilities

(b) Workers shall carry their own ladder (12 to 16) feet is often appropriate for instances where none is available in the manhole

(c) AT&T will work only on Structure assigned to AT&T.

(d) When any innerduct is opened, it should not be assumed the innerduct is vacant. It must be opened carefully in such a manner to insure any potential cable inside is not damaged in the process.

(e) Should workers encounter air leaks, missing / broken ladders, or other inappropriate manhole situations, these items shall be communicated to the Ameritech Representative immediately.

(f) If damage to another party's facilities should occur, the owner of the facility and the Ameritech representative are to be immediately notified and all possible arrangements made to allow the facility to repaired as soon as possible. The party causing the damage will be responsible for all costs to repair the facility.

7.9.4 Installation Standards

AT&T's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the:

National Electrical Code (NEC)

National Electrical Safety Code (NESC),

Bellcore - Blue Book , Manual of Construction Procedures, (SR-1421, Dec.,1996, Iss. 2)

(call Bellcore Customer Service - (800)521-2673 to order Blue Book)

7.10 AT&T Attachment Placement - Conduit

7.10.1 Occupancy Permit Requirement

AT&T may occupy Ameritech conduit, ducts, innerducts only after obtaining an approved Conduit Occupancy Permit (Form C1) from the ASAC.

7.10.2 Placement of Attachment Due Date

After all Make Ready and Work has been completed and AT&T has received an occupancy permit for each attachment, AT&T has one hundred and eighty (180) days to complete placement of its attachments in the conduit/innerduct. If placement is not completed within one hundred and eighty (180) days the Permit will expire. Conduit rental rates will apply during the one hundred and eighty (180) day period.

7.10.3 Ameritech Job Site Representation

An Ameritech representative must be on the job site when AT&T is placing or removing its attachments, in Ameritech's conduit structure. Ameritech must be given a five (5) business day notice in order to provide a representative (at AT&T's expense) on site by AT&T's construction start date. All reasonable and actual charges will be billed to AT&T. Ameritech will provide a rate sheet to AT&T upon AT&T's request.

7.10.4 Additional Requirement for AT&T

AT&T must maintain its attachments in accordance with Section 7.9 AT&T Installation and Maintenance Standards of this document.

7.10.5 Assignment Location

The Ameritech representative will specify in a "first come-first served" nondiscriminatory manner, the assignment location of the conduit/innerduct to be occupied by AT&T.

7.10.6 Modification

Any modification, other than routine maintenance, of AT&T's attachments will require a new Occupancy Permit.

7.11 AT&T Attachment Placement - Poles

AT&T shall obtain an approved Occupancy Permit (Form P1) from the ASAC before placing its attachments on Ameritech poles.

7.11.1 Placement of Attachment Due Date

After all Make Ready Work has been completed and AT&T has received the Occupancy permit in AT&T has one hundred and eighty (180) days to complete placement of its attachments on the poles. If placement is not made within one hundred and eighty (180) days the Permit will expire. Pole rental rates will apply during the one hundred and eighty (180) days period.

7.11.2 Additional Requirement for AT&T

AT&T:

(a) may place only those attachments approved in the Occupancy Permit.

(b) must maintain its attachments in accordance with Section 7.9 AT&T Installation and Maintenance Standards of this document.

7.11.3 Attachment Location

The ASAC with input of AT&T, will assign in a nondiscriminatory fashion , the attachment location on the pole .

7.11.4 Modifications

Any modification of the attachment, other than routine maintenance, of the attachment will require a new Occupancy Permit.

7.11.5 Service Wire, Splice and Terminal Mounting

AT&T's service wires, splices, and terminals must be strand-mounted. Service wire attachments do no require an Occupancy Permit.

Ameritech will consider a request from AT&T to mount terminals on Ameritech poles in a non-discriminatory manner with other attaching parties.

7.12 Maintenance

7.12.1 Maintenance of Conduit

(a) AT&T will be allowed to enter an Ameritech Structure with an Ameritech representative present, after providing forty-eight (48) hours written notification to Ameritech, for scheduling purposes (facsimiles are acceptable), which includes:

(i) manholes to be entered and locations of each manhole

(ii) nature of the proposed work

(iii) and time required for proposed work

(b) All reasonable and actual charges for the Ameritech representative will be billed to AT&T. Ameritech will provide a rate sheet to AT&T upon AT&T's request.

7.12.2 Poles

AT&T may place (after obtaining an occupancy permit), remove and maintain its pole attachments without the Ameritech Representative present, however, AT&T must notify the ASAC prior to entering any structure.

7.12.3 Disaster Recovery - Structures (Fiber, Conduit, Manholes, Pole Attachments, etc.)

For more detailed information on Disaster Recovery see Section 2, General, of this document.

For additional information on Structures, the following is included:

The way in which cable and fiber facility restoration activity is prioritized has been by the utilization of the TSP (Telecommunication Service Priority) system. This system was put in place by the 1988 Presidential Executive Order establishing the TSP system. The TSP system is in effect and used for restoration, and will be used in all cases where it applies. TSP services will not pre-empt any Telecommunication Carriers circuits and services required to maintain, monitor, or control, the public switched network (PSN), it's facilities, or other vital assets such as order wires, monitoring and control channels. These circuits and services are the only ones which receive higher priority treatment than TSP. Ameritech will in good faith accommodate all involved TC's personnel in simultaneous restorations of out of service circuits. Many activities to restore critical services will occur simultaneously. However, if simultaneous restoration cannot be accommodated the following priority/ranking sequence for access to facilities requiring restoration will be followed:

The TSP system uses the following 10 priorities:

1st Restoration of official services which are vital to the ability of the Telecommunication Carrier to respond to the emergency.

2nd Restoration of essential NSEP services identified with a TSP restoration code of 1.

3rd Restoration of emergency NSEP services identified with a TSP restoration code of "E".

4th Restoration of essential NSEP services identified with a TSP restoration code of 2, 3, ,4, and 5; in order.

5th Services without TSP which are considered to be essential, including federal, state, and local government circuits, police, fire, hospital.

6th Interoffice services for communities which are isolated.

7th Services for customers highly dependent on telecommunication.

8th Other Business services.

9th Residential services.

10th Unassigned Circuits.

The restoration process that will be followed once Ameritech or AT&T or another TC is that the first group to arrive on site should use the following damage site assessment sequence for all cases:

(a) Assess the extent of damage.

(b) Determine required work groups.

(c) Determine tools and materials.

(d) Ascertain damaging party information, as indicated on Ameritech's form 1140, including photographs if possible.

(e) Document any other pertinent information.

(f) Ameritech form 1140 must be submitted to the Ameritech Claims Organization within 48 hours of occurrence.

(g) Protect the Public as appropriate.

Once the above facts are gathered, repairs on the cable should begin. Critical situations may require restorations to start prior to all details being gathered.

The method of restoration will be determined by the most practical way to restore all of the involved cables. Generally, in a conduit system, for example, the fibers or cable at the bottom of the group will be restored first. This is a common practice. However, the technicians on site during the assessment phase will be in the best position to determine the MOP (method of procedures) to be followed for restoration.

In all cases, equal access will be provided to Ameritech, AT&T and any other TCs whose cables are involved in any restoration activity.

Any parties causing damage will be responsible for all restoration costs. Restoration will be completed according to the TSP priorities, if appropriate.

7.13 Unauthorized Attachments

7.13.1 Unauthorized Attachments

If any of AT&T's communications facilities shall be found attached to Ameritech's poles or in Ameritech's ducts or conduits for which no Occupancy Permit was issued, Ameritech will provide notice to AT&T in writing and AT&T must correct such noncompliance within ninety (90) days of receipt of such notice.

7.13.2 Determination of Applicable Charges

See Issues in Dispute, 7-1 - Structure Modification, as it relates to Unauthorized Attachments

7.13.3 No Ratification or Waiver

No act or failure to act by Ameritech with regard to said unauthorized use shall be deemed as a ratification or the permitting of the unauthorized use; and if any permit should be subsequently issued, said permit shall not operate retroactively or constitute a waiver by Ameritech of any of its rights or privileges under this Agreement or otherwise; provided, however, that AT&T shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

7.14 Fees

7.14.1 Cost Recovery

AT&T will reimburse Ameritech for all costs associated with Information Access, Field Survey, Make Ready and Inspection work. Charges will be billed either on an actual cost basis or a fixed charge basis as agreed upon by Ameritech and AT&T.

7.14.2 Ameritech Cost Estimate

Ameritech personnel will estimate the cost to perform any Ameritech Structure Records preparation work, Field Survey, and/or Make Ready Work required to process AT&T's access request. These estimates shall include the engineering time, construction time, contractor cost, material cost and overheads and loadings. AT&T must submit a Billing Authorization prior to the ASAC initiation of any map preparation, Engineering Field Survey or Make Ready Work.

7.14.3 Attachment Rental Fees

In addition to the above, AT&T shall pay any applicable attachment rental fees per the Interconnection Agreement.

7.14.4 Structure Bill True-Up

(a) If billing is a fixed charge, any extras to the original estimate due to requests from AT&T or unforeseen circumstances will be approved by AT&T before they are added to the bill.

(b) If billing is initiated on an actual cost basis, a deposit will normally be required. Therefore, if the deposit exceeds the actual charges, AT&T will be refunded the difference at job completion. If the actual charges exceed the deposit, AT&T will be billed the difference.

(c) If there are questions on any bills, AT&T will send written questions to the ASAC. The ASAC will coordinate with the Ameritech departments involved to provide answers to AT&T to resolve the issues.

7.15 Modifications Which Add Capacity to Structure

Part of the Make Ready pursuant to a Structure Access Request, may include modifications to Ameritech's Structure which add capacity to the Structure. All terms surrounding Modification work apply equally to all attaching parties including Ameritech. Refer to Issue in Dispute 7-1, Modifications Cost Recovery.

7.15.1 Notification of a Modifications

If a Structure Access Request results in Ameritech making modifications that add capacity to Ameritech Structure, pursuant to the applicable Interconnection Agreement:

(a) Ameritech shall notify all parties who are currently attached to the structure.

(b) These parties will have sixty (60) days to indicate if they wish to participate in the modification.

7.16 Limitations on Structure Access Requests

The availability of Ameritech's Structure per AT&T's attachments is subject to Articles 16.1 and 16.3 of the *Interconnection Agreement*.

7.16.1 Timing of Requests

Requests received after 12:00 p.m. noon, Eastern time will be considered received the following business day for purposes of the Queue Priority.

7.16.2 Limitations of Estimated Intervals

The standard estimated intervals contained herein are based on normal Ameritech work loads and do *not* apply to acts of governmental agencies, strikes and labor action, or Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.16.3 Limitation of Scope

There will be no limits on engineering requests per office. Intervals will be adjusted due the changes in requests or delays caused by AT&T.

7.17 Additional Structure Planning

7.17.1 Meeting to Review Growth Forecast

At the reasonable request of AT&T, the ASAC will meet with AT&T to review a two (2) year forecast of growth requirements for attachments to Ameritech Structure.

7.18 Points of Contact

All questions and concerns regarding Structure should be directed to the following contacts:

Table 7-1. AT&T/Ameritech Contact List

AT&T	Ameritech
Charles Warfield Chicago Regional Route Planning Manager Room 20NR3 227 W. Monroe Chicago, IL 60606 phone (312) 230-4077 fax (312) 230-8219 pager 1-800-258-0000 pin 288-5768	Sam Hall Ameritech Structure Leasing Coordinator 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone (248) 424-0116 fax (248) 424-0111 [All states]
Jim Balmer Chicago Regional Construction and Engineering Manager Room 20NR2 227 W. Monroe Chicago, IL 60606 phone (312) 230-4078 fax (312) 230-8219 pager 1-800-258-0000 pin 288-3073	ASAC Manager Galen Hawkens 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone: (248) 424-1370 fax: (248) 424-0111
William Massani Chicago Regional Local Loop Planning Manager Floor 20 227 W. Monroe Chicago, IL 60606 phone (312) 230-2478 fax (312) 230-8636 pager 1-800-258-0000 pin 288-3070	Gerry Agnew Manager - Structure Access/ROW N17 W24300 Riverwood Drive Floor 3 Waukesha, WI 53188 phone (414) 523-7016 fax (414) 523-7016 pager: (414) 557-5366
John Fisk Midwest Outside Plant Engineering and Construction District Manager Floor 20 227 W. Monroe Chicago, IL 60606 phone (312) 230-4100 fax (312) 230-8219 pager 1-800-258-0000 pin 288-5767	
Maintenance Supervisors AT&T - email: isnm@att.com voice: 800-NOC-WEST	

7.19 Performance Standards

See Plan-for-Plan 7-1, “Performance Standards” and Plan-for-Plan 7-2, “Comparable Treatment” in the overview at the beginning of this section.

7.20 Exhibits

Responsibility

Forms used by Ameritech Structure Access Center as a means to communicate between Ameritech and AT&T, will be developed and maintained by Ameritech.

Table 7-2. Ameritech Structure Access Forms

The following is a current list of forms to be used.	
RC-1	Information Access Request - Structure Records
C-1	Structure Access Request - Ducts and Conduit
C-1 Actual	Structure Access Request - Poles
C-2	Conduit Data Sheet
C-2-1	Conduit Data Sheet (Continuation of C-2)
P-1	Structure Access Request - Poles
P-1 Actual	Structure Access Request - Poles
P-2	Pole Data Sheet
P-2-1	Pole Data Sheet - (Continuation of P-2)
A-1	Estimate for Make Ready Work/Billing Authorization
A-1 Actual	Estimate for Make Ready Work/Billing Authorization
R-1	Structure Access Request - Rights-of-Way
R-2	Rights-of-Way Data Sheet
R-2-1	Rights-of-Way Data Sheet - (Continuation of R-2)
RC-1	Information Access Request - Structure Records
N-1	Notice of Proposed Modification to Structure
N-2	Notice of Proposed Attachment to Structure
N-3	Notice of Vested Interest in Structure
Forms will be added or modified as required.	

SCHEDULE 31.7
ADDITIONAL RULES AND REGULATIONS

31.7 Additional Rules and Regulations.

1. SBC-AMERITECH will be responsible for notifying AT&T of any significant outages of SBC-AMERITECH's equipment which could impact any of the services offered by AT&T, and provide estimated clearing time for restoration.

2. SBC-AMERITECH is responsible for coordinating with AT&T to ensure that services are installed in accordance with the service request.

3. SBC-AMERITECH is responsible for testing, if necessary, with AT&T to identify and clear a trouble when the trouble has been sectionalized (isolated) to an SBC-AMERITECH-provided service.

4. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, SBC-AMERITECH shall obtain AT&T's written approval of SBC-AMERITECH's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. AT&T may request additional information before granting approval and may require scheduling changes. SBC-AMERITECH must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

5. AT&T has the right to inspect SBC-AMERITECH's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If SBC-AMERITECH is found to be in non-compliance with the terms and conditions of this Schedule, SBC-AMERITECH must modify its installation to achieve compliance. AT&T will notify SBC-AMERITECH in advance of such inspections, and SBC-AMERITECH shall have the right to be present at the time of the inspection.

SCHEDULE 31.10
ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

31.10 Additional Requirements Applicable to Physical Collocation.

1. Subject to space limitations and SBC-AMERITECH's compliance with the applicable request process and payment requirements for the space, AT&T shall provide space, as requested by SBC-AMERITECH, to meet SBC-AMERITECH's needs for placement of equipment necessary for Interconnection.

2. AT&T shall provide to SBC-AMERITECH any intraoffice facilities that SBC-AMERITECH requests and that AT&T provides by tariff or contract to any Carrier.

3. SBC-AMERITECH may provide basic telephone service with a connection jack for the Collocated space.

4. AT&T shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for SBC-AMERITECH's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (**"NEBS"**) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

5. AT&T shall provide access, where available, to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for SBC-AMERITECH personnel and its designated agents.

6. AT&T shall provide all ingress and egress of fiber cabling to SBC-AMERITECH Collocated spaces in compliance with SBC-AMERITECH's request for cable diversity. The specific level of diversity required for each site will be provided in the request for Collocation. SBC-AMERITECH will pay any additional costs incurred by AT&T to meet any special diversity requirements of SBC-AMERITECH which are beyond those normally provided by AT&T.

7. AT&T shall provide SBC-AMERITECH with written notice five (5) Business Days prior to those instances where AT&T or its subcontractors may be performing non-emergency work that may affect the Collocated space occupied by SBC-AMERITECH or the AC and DC power plants that support SBC-AMERITECH equipment. AT&T will inform SBC-AMERITECH by telephone of any emergency-related activity that AT&T or its subcontractors may be performing that may affect the Collocated space occupied by SBC-AMERITECH or the AC and DC power plants that support SBC-AMERITECH equipment. Notification of any emergency-related activity shall be made as soon as practicable after

AT&T learns that such emergency activity is necessary and will be subject to the Emergency Notification Process agreed upon by the Implementation Team. To the extent that the Emergency Notification Process requires AT&T to incur additional costs, SBC-AMERITECH shall reimburse AT&T for such costs.

8. SBC-AMERITECH shall not be required by AT&T to relocate its equipment during the Initial Term or any Renewal Term. If SBC-AMERITECH, at AT&T's request, agrees to relocate its equipment, then AT&T shall reimburse SBC-AMERITECH for any and all costs reasonably associated with such relocation.

9. Should AT&T sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, AT&T shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power as referenced in this Schedule 31.10 refers to any electrical power source supplied by AT&T for SBC-AMERITECH equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. AT&T will supply power to support SBC-AMERITECH equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. AT&T shall supply power to SBC-AMERITECH at parity with that provided by AT&T to itself or to any third person. If AT&T's performance, availability, or restoration falls below industry standards, AT&T shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and SBC-AMERITECH's compliance with the applicable request process and payment requirements of this Agreement, AT&T shall provide power to meet SBC-AMERITECH's reasonable needs for placement of equipment, Interconnection, or provision of service.

12. Both SBC-AMERITECH's power equipment and AT&T power equipment supporting SBC-AMERITECH's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.

13. AT&T will provide SBC-AMERITECH with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of cause an outage or any type of power disruption to SBC-AMERITECH equipment located in the AT&T facility. AT&T shall provide SBC-AMERITECH prompt notification by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Bellcore NEBS standards TR-EOP-000063.

15. Cabling shall adhere to Bellcore NEBS standards TR-EOP-000063.

16. AT&T shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. Other than reasonable security restrictions, AT&T shall place no restriction on access to the SBC-AMERITECH Collocated space by SBC-AMERITECH's employees and designated agents. Such space shall be available to SBC-AMERITECH designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those AT&T places on its own personnel or independent contractors.

18. For each building in which Collocated space is provided and upon request by SBC-AMERITECH for that building, AT&T will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire provided by SBC-AMERITECH. SBC-AMERITECH may provide this questionnaire with its request for Collocation and AT&T shall return it or the applicable certification to SBC-AMERITECH within ten (10) Business Days after AT&T's receipt thereof.

19. AT&T power equipment supporting SBC-AMERITECH's equipment shall:

(a) Provide appropriate Wire Center ground, connected to a ground electrode located within the SBC-AMERITECH collocated space, at a level above the top of SBC-AMERITECH's equipment plus or minus two (2) feet to the left or right of SBC-AMERITECH's final request; and

(b) Provide feeder capacity and quantity to support the ultimate equipment layout for SBC-AMERITECH equipment upon completion of the equipment node construction in accordance with SBC-AMERITECH's request for Collocation.

20. AT&T shall within thirty (30) days of the effective date of the First Amendment provide to SBC-AMERITECH (i) work restriction guidelines related to any restrictions on the manner in which an SBC-AMERITECH contractor can perform work on AT&T's Premises and (ii) a list of AT&T technical guidelines applicable to the collocation of equipment in AT&T's Premises. SBC-AMERITECH acknowledges that it is responsible to order such technical guidelines at its cost and expense. AT&T will notify SBC-

AMERITECH in a timely manner of any changes to such work restriction and technical guidelines.

MICHIGAN		AIT RECURRING Monthly	AIT Nonrecurring
UNBUNDLED NETWORK ELEMENTS			
Unbundled Loops			
2-Wire Analog - Access Area A		$ 8.47	See NRC prices below
2-Wire Analog - Access Area B		$ 8.73	See NRC prices below
2-Wire Analog - Access Area C		$ 12.54	See NRC prices below
4-Wire Analog - Acess Area A		$ 18.37	See NRC prices below
4-Wire Analog - Access Area B		$ 19.29	See NRC prices below
4-Wire Analog - Access Area C		$ 26.68	See NRC prices below
PBX Ground Start- Access Area A		$ 9.04	See NRC prices below
PBX Ground Start-Access Area B		$ 9.46	See NRC prices below
PBX Ground Start-Access Area C		$ 13.20	See NRC prices below
COPTS-Coin Line-Access Area A		$ 8.47	See NRC prices below
COPTS-Coin Line-Access Area B		$ 8.73	See NRC prices below
COPTS-Coin Line-Access Area C		$ 12.54	See NRC prices below
Electronic Key Line (EKL) Interface-Access Area A		$ 8.58	See NRC prices below
Electronic Key Line (EKL) Interface-Access Area B		$ 8.86	See NRC prices below
Electronic Key Line (EKL) Interface-Access Area C		$ 12.65	See NRC prices below
2-Wire Digital 160 Kbps (ISDN-BRI) - Access Area A		$ 10.29	See NRC prices below
2-Wire Digital 160 Kbps (ISDN-BRI) - Access Area B		$ 11.17	See NRC prices below
2-Wire Digital 160 Kbps (ISDN-BRI) - Access Area C		$ 14.89	See NRC prices below
4-Wire Digital 1.544 Mbps - Access Area A		$ 34.66	See NRC prices below
4-Wire Digital 1.544 Mbps - Access Area B		$ 41.57	See NRC prices below
4-Wire Digital 1.544 Mbps - Access Area C		$ 47.26	See NRC prices below
DS3 Loop - Access Area A		$ 639.41	See NRC prices below
DS3 Loop - Access Area B		$ 726.89	See NRC prices below
DS3 Loop - Access Area C		$ 743.35	See NRC prices below
DSL Capable Loops			
2-Wire Digital Loop ISDN/IDSL			
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A	$ 10.29	See NRC prices below
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B	$ 11.17	See NRC prices below
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C	$ 14.89	See NRC prices below
2-Wire xDSL Loop (ADSL/HDSL Compatible Interface)			
	PSD #1 - 2-Wire xDSL Loop Access Area A	$ 10.26	See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Access Area B	$ 11.29	See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Access Area C	$ 14.17	See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area A	$ 10.26	See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area B	$ 11.29	See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area C	$ 14.17	See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area A	$ 10.26	See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area B	$ 11.29	See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area C	$ 14.17	See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area A	$ 10.26	See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area B	$ 11.29	See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area C	$ 14.17	See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area A	$ 10.26	See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area B	$ 11.29	See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area C	$ 14.17	See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area A	$ 10.26	See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area B	$ 11.29	See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area C	$ 14.17	See NRC prices below
4-Wire xDSL Loop (HDSL Compatible Interface)			
	PSD #3 - 4-Wire xDSL Loop Access Area Al	$ 20.43	See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Access Area B	$ 22.48	See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Access Area C	$ 28.21	See NRC prices below
HFPL Loop			
	HFPL Loop - Access Area A	$ -	See NRC prices below
	HFPL Loop - Access Area B	$ -	See NRC prices below
	HFPL Loop - Access Area C	$ -	See NRC prices below

MICHIGAN			AIT RECURRING Monthly	AIT Nonrecurring
	Loop Qualification Process			
		Loop Qualification Process - Mechanized		$ 0.10
		Loop Qualification Process - Manual		$ 141.38
		Loop Qualification Process - Detailed Manual		TBD
	HFPL Cross Connect Configuration Charge			
		SBC Owned Splitter - Installation or Disconnection		$ 10.00
		Carrier Owned Splitter - Installation or Disconnection		$ 10.00
	xDSL Loop & HFPL Conditioning Options - >12KFT and < 17.5KFT			
		Removal of VG Repeater		$ 24.29
		Removal Bridged Tap		$ 23.35
		Removal of Load Coil		$ 29.67
	xDSL Loop & HFPL Conditioning Options -			
		- >17.5KFT in addition to the rates for >12KFT and <17.5KFT		
		Removal of VG Repeater		$ 24.29
		Removal Bridged Tap		$ 23.35
		Removal of Load Coil		$ 11.87
Analog Loop Non-Recurring Charges				
	Service Order - Installation, per occasion, per location			$ 3.16
	Service Order - Disconnect, per occasion, per location			$ 1.54
	Service Order - Subsequent, per occasion			$ 3.02
	Service Order - Record Work, per occasion			$ 1.86
	Loop Connection Charge, per termination			$ 17.82
	Loop Disconnection Charge, per termination			$ 5.85
	HFPL Service Order - Installation, per occasion, per location			$ 3.16
	HFPL Service Order - Disconnect, per occasion, per location			$ 1.54
	HFPL Service Order - Subsequent, per occasion			$ 3.02
	HFPL Service Order - Record Change, per occasion			$ 1.86
	HFPL Record Work - OSS Modification Charge		$ 0.25	
	HFPL Record Work - Cross Connect Configuration Charge SBC Owned		$ 0.15	
	HFPL Record Work - Cross Connect Configuration Charge CLEC Owned		$ 0.15	
	HFPL Record Work - Line-at-a-time SBC Owned Splitter		$ 0.89	
Digital Loop Non-Recurring Charges				
	DS0 Administrative - Initial Order			$ 107.16
	DS0 Administrative - Disconnect Order			$ 74.44
	DS0 Design & Central Office - Initial Order			$ 74.94
	DS0 Design & Central Office - Disconnect Order			$ 56.56
	DS0 Carrier Connection Charge - Initial Order			$ 239.23
	DS0 Carrier Connection Charge - Disconnect Order			$ 82.32
	DS1 Administrative - Initial Order			$ 136.82
	DS1 Administrative - Disconnect Order			$ 74.33
	DS1 Design & Central Office - Initial Order			$ 339.17
	DS1 Design & Central Office - Disconnect Order			$ 34.41
	DS1 Carrier Connection Charge - Initial Order			$ 209.19
	DS1 Carrier Connection Charge - Disconnect Order			$ 75.01
	DS3 Administrative - Initial Order			$ 182.70
	DS3 Administrative - Disconnect Order			$ 78.65
	DS3 Design & Central Office - Initial Order			$ 566.80
	DS3 Design & Central Office - Disconnect Order			$ 103.83
	DS3 Carrier Connection Charge - Initial Order			$ 190.57
	DS3 Carrier Connection Charge - Disconnect Order			$ 51.13
Cancellation or Change Service Charge, per last critical date reached				
	Analog Loops - Design Layout Report Date			$ 4.03
	Analog Loops - Record Issue Date			$ 17.90
	Analog Loops - Designed, Verified & Assigned Date			$ 35.78
	Analog Loops - Plant Test Date			$ 45.60
	Digital DS0 Loops - Design Layout Report Date			$ 51.26
	Digital DS0 Loops - Record Issue Date			$ 107.67
	Digital DS0 Loops - Designed, Verified & Assigned Date			$ 123.81
	Digital DS0 Loops - Plant Test Date			$ 421.34
	Digital DS1 Loops - Design Layout Report Date			$ 327.96
	Digital DS1 Loops - Record Issue Date			$ 423.21
	Digital DS1 Loops - Designed, Verified & Assigned Date			$ 439.33

MICHIGAN			AIT RECURRING Monthly	AIT Nonrecurring
	Digital DS1 Loops - Plant Test Date			$ 685.18
	Digital DS3 Loops - Design Layout Report Date			$ 119.71
	Digital DS3 Loops - Record Issue Date			$ 546.17
	Digital DS3 Loops - Designed, Verified & Assigned Date			$ 569.87
	Ditigal DS3 Loops - Plant Test Date			$ 714.50
Due Date Change Charge, per order per occasion				
	Analog Loop			$ 3.16
	Digital DS0			$ 18.76
	Digital DS1			$ 18.76
	Digital DS3			$ 18.76
Service Coordination Fee, per carrier bill, per central office			$ 0.84	
SUB-LOOPS				
	MDF or CO to RT Sub-Loop			
		2 Wire Analog - area A	$ 4.54	See NRC prices below
		2 Wire Analog - area B	$ 5.25	See NRC prices below
		2 Wire Analog - area C	$ 5.18	See NRC prices below
		4 Wire Analog - area A	$ 12.00	See NRC prices below
		4 Wire Analog - area B	$ 14.37	See NRC prices below
		4 Wire Analog - area C	$ 13.73	See NRC prices below
		2 Wire xDSL - area A	-	See NRC prices below
		2 Wire xDSL - area B	-	See NRC prices below
		2 Wire xDSL - area C	-	See NRC prices below
		4 Wire xDSL - area A	-	See NRC prices below
		4 Wire xDSL - area B	-	See NRC prices below
		4 Wire xDSL - area C	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	$ 9.59	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	$ 10.70	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	$ 11.03	See NRC prices below
		4 Wire DS1 (1.544 mbps) - area A	$ 57.77	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	$ 59.62	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	$ 63.48	See NRC prices below
		DS3 Sub-Loop - area A	$ 635.68	See NRC prices below
		DS3 Sub-Loop - area B	$ 715.62	See NRC prices below
		DS3 Sub-Loop - area C	$ 725.91	See NRC prices below
	MDF or CO to SAI/FDI Sub-Loop			
		2 Wire Analog - area A	$ 5.72	See NRC prices below
		2 Wire Analog - area B	$ 6.23	See NRC prices below
		2 Wire Analog - area C	$ 6.06	See NRC prices below
		4 Wire Analog - area A	$ 14.39	See NRC prices below
		4 Wire Analog - area B	$ 16.34	See NRC prices below
		4 Wire Analog - area C	$ 15.57	See NRC prices below
		2 Wire xDSL - area A	$ 5.58	See NRC prices below
		2 Wire xDSL - area B	$ 6.22	See NRC prices below
		2 Wire xDSL - area C	$ 5.41	See NRC prices below
		4 Wire xDSL - area A	$ 11.15	See NRC prices below
		4 Wire xDSL - area B	$ 12.43	See NRC prices below
		4 Wire xDSL - area C	$ 10.82	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	-	See NRC prices below
		DS3 Sub-Loop - area A	-	See NRC prices below
		DS3 Sub-Loop - area B	-	See NRC prices below
		DS3 Sub-Loop - area C	-	See NRC prices below
	MDF or CO to Terminal Sub-Loop			
		2 Wire Analog - area A	$ 9.24	See NRC prices below
		2 Wire Analog - area B	$ 10.34	See NRC prices below
		2 Wire Analog - area C	$ 13.99	See NRC prices below
		4 Wire Analog - area A	$ 21.41	See NRC prices below
		4 Wire Analog - area B	$ 24.51	See NRC prices below
		4 Wire Analog - area C	$ 31.37	See NRC prices below
		2 Wire xDSL - area A	$ 9.12	See NRC prices below
		2 Wire xDSL - area B	$ 10.33	See NRC prices below

			AIT	
MICHIGAN			RECURRING	AIT
			Monthly	Nonrecurring
		2 Wire xDSL - area C	$ 13.35	See NRC prices below
		4 Wire xDSL - area A	$ 18.19	See NRC prices below
		4 Wire xDSL - area B	$ 20.60	See NRC prices below
		4 Wire xDSL - area C	$ 26.63	See NRC prices below
		2 Wire160 Kbps (ISDN-BRI) - area A	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	-	See NRC prices below
		DS3 Sub-Loop - area A	-	See NRC prices below
		DS3 Sub-Loop - area B	-	See NRC prices below
		DS3 Sub-Loop - area C	-	See NRC prices below
	RT to SAI/FDI Sub-Loop			
		2 Wire Analog - area A	$ 1.37	See NRC prices below
		2 Wire Analog - area B	$ 1.07	See NRC prices below
		2 Wire Analog - area C	$ 1.23	See NRC prices below
		4 Wire Analog - area A	$ 2.76	See NRC prices below
		4 Wire Analog - area B	$ 2.16	See NRC prices below
		4 Wire Analog - area C	$ 2.47	See NRC prices below
		2 Wire xDSL - area A	$ 1.37	See NRC prices below
		2 Wire xDSL - area B	$ 1.07	See NRC prices below
		2 Wire xDSL - area C	$ 1.23	See NRC prices below
		4 Wire xDSL - area A	$ 2.76	See NRC prices below
		4 Wire xDSL - area B	$ 2.16	See NRC prices below
		4 Wire xDSL - area C	$ 2.47	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	-	See NRC prices below
		DS3 Sub-Loop - area A	-	See NRC prices below
		DS3 Sub-Loop - area B	-	See NRC prices below
		DS3 Sub-Loop - area C	-	See NRC prices below
	RT to Terminal Sub-Loop			
		2 Wire Analog - area A	$ 4.91	See NRC prices below
		2 Wire Analog - area B	$ 5.17	See NRC prices below
		2 Wire Analog - area C	$ 9.17	See NRC prices below
		4 Wire Analog - area A	$ 9.79	See NRC prices below
		4 Wire Analog - area B	$ 10.34	See NRC prices below
		4 Wire Analog - area C	$ 18.29	See NRC prices below
		2 Wire xDSL - area A	$ 4.91	See NRC prices below
		2 Wire xDSL - area B	$ 5.17	See NRC prices below
		2 Wire xDSL - area C	$ 9.17	See NRC prices below
		4 Wire xDSL - area A	$ 9.79	See NRC prices below
		4 Wire xDSL - area B	$ 10.34	See NRC prices below
		4 Wire xDSL - area C	$ 18.29	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	-	See NRC prices below
		DS3 Sub-Loop - area A	-	See NRC prices below
		DS3 Sub-Loop - area B	-	See NRC prices below
		DS3 Sub-Loop - area C	-	See NRC prices below
	RT to NID Sub-Loop			
		2 Wire Analog - area A	$ 5.84	See NRC prices below
		2 Wire Analog - area B	$ 5.97	See NRC prices below
		2 Wire Analog - area C	$ 9.90	See NRC prices below
		4 Wire Analog - area A	$ 11.72	See NRC prices below
		4 Wire Analog - area B	$ 11.94	See NRC prices below
		4 Wire Analog - area C	$ 19.80	See NRC prices below
		2 Wire xDSL - area A	$ 5.84	See NRC prices below
		2 Wire xDSL - area B	$ 5.97	See NRC prices below
		2 Wire xDSL - area C	$ 9.90	See NRC prices below
		4 Wire xDSL - area A	$ 11.72	See NRC prices below

			AIT	
MICHIGAN			RECURRING	AIT
			Monthly	Nonrecurring
		4 Wire xDSL - area B	$ 11.94	See NRC prices below
		4 Wire xDSL - area C	$ 19.80	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	$ 5.84	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	$ 5.97	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	$ 9.90	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	$ 27.02	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	$ 27.44	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	$ 35.15	See NRC prices below
		DS3 Sub-Loop - area A	$ 635.68	See NRC prices below
		DS3 Sub-Loop - area B	$ 715.62	See NRC prices below
		DS3 Sub-Loop - area C	$ 725.45	See NRC prices below
	SAI/FDI to Terminal Sub-Loop			
		2 Wire Analog - area A	$ 4.51	See NRC prices below
		2 Wire Analog - area B	$ 4.98	See NRC prices below
		2 Wire Analog - area C	$ 8.90	See NRC prices below
		4 Wire Analog - area A	$ 9.03	See NRC prices below
		4 Wire Analog - area B	$ 9.92	See NRC prices below
		4 Wire Analog - area C	$ 17.75	See NRC prices below
		2 Wire xDSL - area A	$ 4.51	See NRC prices below
		2 Wire xDSL - area B	$ 4.98	See NRC prices below
		2 Wire xDSL - area C	$ 8.90	See NRC prices below
		4 Wire xDSL - area A	$ 9.03	See NRC prices below
		4 Wire xDSL - area B	$ 9.92	See NRC prices below
		4 Wire xDSL - area C	$ 17.75	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	$ 4.51	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	$ 4.98	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	$ 8.90	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	-	See NRC prices below
		DS3 Sub-Loop - area A	-	See NRC prices below
		DS3 Sub-Loop - area B	-	See NRC prices below
		DS3 Sub-Loop - area C	-	See NRC prices below
	SAI/FDI to NID Sub-Loop			
		2 Wire Analog - area A	$ 5.46	See NRC prices below
		2 Wire Analog - area B	$ 5.77	See NRC prices below
		2 Wire Analog - area C	$ 9.63	See NRC prices below
		4 Wire Analog - area A	$ 10.96	See NRC prices below
		4 Wire Analog - area B	$ 11.54	See NRC prices below
		4 Wire Analog - area C	$ 19.25	See NRC prices below
		2 Wire xDSL - area A	$ 5.46	See NRC prices below
		2 Wire xDSL - area B	$ 5.77	See NRC prices below
		2 Wire xDSL - area C	$ 9.63	See NRC prices below
		4 Wire xDSL - area A	$ 10.96	See NRC prices below
		4 Wire xDSL - area B	$ 11.54	See NRC prices below
		4 Wire xDSL - area C	$ 19.25	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	$ 5.46	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	$ 5.77	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	$ 9.63	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	-	See NRC prices below
		DS3 Sub-Loop - area A	-	See NRC prices below
		DS3 Sub-Loop - area B	-	See NRC prices below
		DS3 Sub-Loop - area C	-	See NRC prices below
	Terminal to NID Sub-Loop			
		2 Wire Analog - area A	$ 1.38	See NRC prices below
		2 Wire Analog - area B	$ 1.25	See NRC prices below
		2 Wire Analog - area C	$ 1.21	See NRC prices below
		4 Wire Analog - area A	$ 2.80	See NRC prices below
		4 Wire Analog - area B	$ 2.53	See NRC prices below
		4 Wire Analog - area C	$ 2.42	See NRC prices below
		2 Wire xDSL - area A	$ 1.38	See NRC prices below
		2 Wire xDSL - area B	$ 1.25	See NRC prices below
		2 Wire xDSL - area C	$ 1.21	See NRC prices below
		4 Wire xDSL - area A	$ 2.80	See NRC prices below
		4 Wire xDSL - area B	$ 2.53	See NRC prices below
		4 Wire xDSL - area C	$ 2.42	See NRC prices below

			AIT	
MICHIGAN			**RECURRING**	**AIT**
			Monthly	**Nonrecurring**
		2 Wire 160 Kbps (ISDN-BRI) - area A	$ 1.38	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	$ 1.25	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	$ 1.21	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	-	See NRC prices below
		DS3 Sub-Loop - area A	-	See NRC prices below
		DS3 Sub-Loop - area B	-	See NRC prices below
		DS3 Sub-Loop - area C	-	See NRC prices below
	NID Sub-Loop Element			
		2 Wire Analog - area A	-	See NRC prices below
		2 Wire Analog - area B	-	See NRC prices below
		2 Wire Analog - area C	-	See NRC prices below
		4 Wire Analog - area A	-	See NRC prices below
		4 Wire Analog - area B	-	See NRC prices below
		4 Wire Analog - area C	-	See NRC prices below
		2 Wire xDSL - area A	-	See NRC prices below
		2 Wire xDSL - area B	-	See NRC prices below
		2 Wire xDSL - area C	-	See NRC prices below
		4 Wire xDSL - area A	-	See NRC prices below
		4 Wire xDSL - area B	-	See NRC prices below
		4 Wire xDSL - area C	-	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	$ 0.16	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	$ 0.15	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	$ 0.15	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	-	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	-	See NRC prices below
		DS3 Sub-Loop - area A	-	See NRC prices below
		DS3 Sub-Loop - area B	-	See NRC prices below
		DS3 Sub-Loop - area C	-	See NRC prices below
	SPOI to Demarc Sub-Loop			
		2 Wire Analog - area A	BFR	See NRC prices below
		2 Wire Analog - area B	BFR	See NRC prices below
		2 Wire Analog - area C	BFR	See NRC prices below
		4 Wire Analog - area A	BFR	See NRC prices below
		4 Wire Analog - area B	BFR	See NRC prices below
		4 Wire Analog - area C	BFR	See NRC prices below
		2 Wire xDSL - area A	BFR	See NRC prices below
		2 Wire xDSL - area B	BFR	See NRC prices below
		2 Wire xDSL - area C	BFR	See NRC prices below
		4 Wire xDSL - area A	BFR	See NRC prices below
		4 Wire xDSL - area B	BFR	See NRC prices below
		4 Wire xDSL - area C	BFR	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area A	BFR	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area B	BFR	See NRC prices below
		2 Wire 160 Kbps (ISDN-BRI) - area C	BFR	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area A	BFR	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area B	BFR	See NRC prices below
		4 Wire DS1 (1.544 Mbps) - area C	BFR	See NRC prices below
		DS3 Sub-Loop - area A	BFR	See NRC prices below
		DS3 Sub-Loop - area B	BFR	See NRC prices below
		DS3 Sub-Loop - area C	BFR	See NRC prices below
Sub-Loop Nonrecurring Line Connection Charge				
		2-Wire Analog Sub-Loop - Installation		-
		2-Wire Analog Sub-Loop - Disconnection		-
		4-Wire Analog Sub-Loop - Installation		-
		4-Wire Analog Sub-Loop - Disconnection		-
		2-Wire xDSL Digital Sub-Loop - Installation		-
		2-Wire xDSL Digital Sub-Loop - Disconnection		-
		4-Wire xDSL Digital Sub-Loop - Installation		-
		4-Wire xDSL Digital Sub-Loop - Disconnection		-
		2-Wire ISDN Digital Sub-Loop - Installation		-
		2-Wire ISDN Digital Sub-Loop - Disconnection		-
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop - Installation		-
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop - Disconnection		-
		DS3 Sub-Loop - Installation		-

			AIT	
MICHIGAN			**RECURRING**	**AIT**
			Monthly	**Nonrecurring**
		DS3 Sub-Loop - Disconnection		-
Service Order Charge				
		Analog Sub-Loop Installation, per occasion, per location		$ 3.16
		Analog Sub-Loop Disconnect, per occasion, per location		$ 1.54
		Analog Sub-Loop Subsequent, per occasion		$ 3.02
		Analog Sub-Loop Record Work, per ocassion		$ 1.86
Connection Charge				
		Analog Sub-Loop Connection, per termination		$ 17.82
		Analog Sub-Loop Disconnection, per termination		$ 5.85
Nonrecurring Digital Sub-Loop				
		DS-1 Administration Charge - Initial Order		$ 136.82
		DS-1 Administration Charge - Disconnect Order		$ 98.89
		DS-1 Design & CO Connection Charge - Initial Order		$ 339.17
		DS-1 Design & CO Connection Charge - Disconnect Order		$ 47.15
		DS-1 Carrier Connection Charge - Initial Order		$ 209.19
		DS-1 Carrier Connection Charge - Disconnect Order		$ 75.01
		DS-3 Administration Charge - Initial Order		$ 120.93
		DS-3 Administration Charge - Disconnect Order		$ 78.65
		DS-3 Design & CO Connection Charge - Initial Order		$ 464.19
		DS-3 Design & CO Connection Charge - Disconnect Order		$ 103.83
		DS-3 Carrier Connection Charge - Initial Order		$ 129.24
		DS-3 Carrier Connection Charge - Disconnect Order		$ 51.13
Cancellation or Change Service Charge, per last critical date reached				
		Analog Sub-Loops - Design Layout Report Date		$ 4.03
		Analog Sub-Loops - Record Issue Date		$ 17.90
		Analog Sub-Loops - Designed, Verified & Assigned Date		$ 35.78
		Analog Sub-Loops - Plant Test Date		$ 45.60
		Digital DS-1 Sub-Loops - Design Layout Report Date		$ 327.96
		Digital DS-1 Sub-Loops - Records Issue Date		$ 423.21
		Digital DS-1 Sub-Loops - Designed, Verified & Assigned Date		$ 439.33
		Digital DS-1 Sub-Loops - Plant Test Date		$ 685.18
		Digital DS-3 Sub-Loops - Design Layout Report Date		$ 119.71
		Digital DS-3 Sub-Loops - Records Issue Date		$ 546.17
		Digital DS-3 Sub-Loops - Designed, Verified & Assigned Date		$ 569.87
		Digital DS-3 Sub-Loops - Plant Test Date		$ 714.50
Due Date Change Charge, per order per occasion				
		Analog Sub-Loops		$ 3.16
		Digital DS-1 Sub-Loops		$ 18.76
		Digital DS-3 Sub-Loops		$ 18.76
Local Switching (ULS Usage)				
	ULS Usage Per MOU		$ 0.001192	
Customized Routing per New Line Class Code, per LCC, per switch				$ 225.97
Customized Routing per New Routing, per route, per switch				$ 14.03
Custom Routing of OS or DA via AIN				
	New Custom OS or DA Route for ULS-St, per carrier, per switch, per route - Install			$ 84.28
	New Custom OS or DA Route for ULS-St, per carrier, per switch, per route - Disconnect			$ 27.14
Port Charges				
	Analog Line Port		$ 2.53	
	Analog Line Port - Install			$ 11.89
	Analog Line Port - Disconnect			$ 6.63
	Ground Start Port		$ 2.53	
	Ground Start Port - Install			$ 11.89
	Ground Start Port - Disconnect			$ 6.63
	Analog DID Trunk Port		$ 20.62	
	Analog DID Trunk Port - Install			$ 11.89
	Analog DID Trunk Port - Disconnect			$ 6.63
	Analog DID Trunk Port, per port, per telephone number		$ 0.03	
	Analog DID Trunk Port, add/rearrange each termination - Install			$ 14.03
	Analog DID Trunk Port, add/rearrange each termination -Disconnect			$ 8.13
	ISDN Direct BRI Port		$ 8.19	

MICHIGAN		AIT RECURRING Monthly	AIT Nonrecurring
	ISDN Direct BRI Port - Install		$ 40.72
	ISDN Direct BRI Port - Disconnect		$ 21.78
	ISDN Direct BRI Port, per port, per telephone number	$ 0.03	
	ISDN Prime PRI Port	$ 159.60	
	ISDN Prime PRI Port, per port, per telephone number	$ 0.03	
	ISDN Prime PRI Port - Install		$ 40.72
	ISDN Prime PRI Port, Disconnect		$ 21.78
	ISDN Prime PRI Port, add/rearrange channels - Install		$ 14.03
	ISDN Prime PRI Port, add/rearrange channels - Disconnect		$ 8.13
	Digital Trunking Trunk Port	$ 155.50	
	Digital Trunking Trunk Port - Install		$ 40.72
	Digital Trunking Trunk Port - Disconnect		$ 21.78
	ULS Trunk Port, per port	$ 70.64	
	ULS Trunk Port, per port - Install		$ 92.79
	ULS Trunk Port, per port - Disconnect		$ 73.63
	Centrex Basic Line Port, per port	$ 2.53	
	Centrex Basic Line Port, per port - Install		$ 11.89
	Centrex Basic Line Port, per port - Disconnect		$ 6.63
	Centrex ISDN BRI Port, per port	$ 8.19	
	Centrex ISDN BRI Port, per port - Insatll		$ 40.72
	Centrex ISDN BRI Port, per port - Disconnect		$ 21.78
	Centrex EKL Line Port, per port	$ 5.52	
	Centrex EKL Line Port, per port - Install		$ 40.72
	Centrex EKL Line Port, per port - Disconnect		$ 21.78
	Centrex Attendant Console Line Port, per port	$ 6.39	
	Centrex Attendant Console Line Port, per port - Install		$ 40.72
	Centrex Attendant Console Line Port, per port - Disconnect		$ 21.78
	Centrex System Features, per common block	$ -	
	Common Block, establishment, each - Install		$ 80.04
	Common Block, establishment, each - Disconnect		$ 62.08
	System features change or rearrangement, per feature, per occasion		$ 66.91
	System features activation or deactivation, per feature, per occasion - Install		$ 210.62
	System features activation or deactivation, per feature, per occasion - Disconnect		$ 64.65
Unbundled Network Element Combinations			
Nonrecurring charges/rates shall be as directed by the Commission in its August 30, 2000 order in Case U-11831, at page 10.			
	UNE -Platform (UNE-P)	Rates for Applicable Elements Shall Apply	
	UNE-Loop (UNE-L)	Rates for Applicable Elements Shall Apply	
Migration Charges			
	Basic Port		$ 0.35
	Ground Port		$ 0.35
	ISDN Direct		$ 0.35
	DID Trunk Port		$ 0.35
	Centrex Basic Line Port		$ 0.35
	Centrex ISDN Line Port		$ 0.35
	Centrex EKL Line Port		$ 0.35
	Centrex Attendant Console Line Port		$ 0.35
	ISDN Prime Trunk Port		$ 36.38
	Digital Trunking Trunk Port		$ 36.38
	ULS Trunk Port		$ 36.38
Port Non-Recurring Charges			
	Service Order - Basic Port, per occasion, Install		$ 3.02
	Service Order - Basic Port, per occasion, Disconnect		$ 1.54
	Service Order - Complex Port, per occasion, Install		$ 30.09
	Service Order - Complex Port, per occasion, Disconnect		$ 7.50
	Service Order - ULS Trunk Port, per occasion, Install		$ 64.01
	Service Order - ULS Trunk Port, per occasion, Disconnect		$ 39.57
	Service Order - Subsequent Basic Port, per occasion, Install		$ 3.18
	Service Order - Record Order, Basic Port, per occasion, Install		$ 1.86
	Service Order - Record Order, Complex Port, per occasion, Install		$ 1.86
	Service Order - Record Order, ULS Trunk Port, per occasion, Install		$ 1.86
	Conversion from basic line port to ground start or vice versa, per change, Install		$ 11.89
	Subsequent Training, per SBC person, per hour		$ 81.01
	ULS Usage Billing and Trunk Order Development Charge		$ 163.82

MICHIGAN		AIT RECURRING Monthly	AIT Nonrecurring
Port Feature Add/Change Translations Charge			
	Initial (1st) feature per port, per order		
	Basic - Install		$ -
	Basic - Disconnect		$ -
	Simple Centrex - Install		$ -
	Simple Centrex - Disconnect		$ -
	PBX - Initial		$ -
	PBX - Disconnect		$ -
	Complex Centrex - Install		$ 16.14
	Complex Centrex - Disconnect		$ 10.72
	DID/Digital Trunk - Insatll		$ 32.69
	DID/Digital Trunk - Disconnect		$ 8.37
	ISDN- Direct - Insatll		$ 65.73
	ISDN - Direct - Disconnect		$ 22.69
	ISDN - Prime - Install		$ 32.69
	ISDN - Prime - Disconnect		$ 11.19
	Additional (each) feature per port, per order		
	Basic - Install		$ -
	Basic - Disconnect		$ -
	Simple Centrex - Install		$ -
	Simple Centrex - Disconnect		$ -
	PBX - Initial		$ -
	PBX - Disconnect		$ -
	Complex Centrex - Install		$ 2.93
	Complex Centrex - Disconnect		$ 2.12
	DID/Digital Trunk - Insatll		$ 1.60
	DID/Digital Trunk - Disconnect		$ 1.38
	ISDN- Direct - Insatll		$ 5.06
	ISDN - Direct - Disconnect		$ 4.36
	ISDN - Prime - Install		$ 1.60
	ISDN - Prime - Disconnect		$ 1.38
Cancellation or Change Service Charge, per last critical date reached			
	Basic Line Port		
	Design Layout Report Date		$ 3.16
	Records Issue Date		$ 7.53
	Designed, Verified and Assigned Date		$ 14.91
	Plant Test Date		$ 14.91
	Complex Line Port		
	Design Layout Report Date		$ 30.22
	Records Issue Date		$ 36.01
	Designed, Verified and Assigned Date		$ 50.84
	Plant Test Date		$ 70.80
	Trunk Port Port		
	Design Layout Report Date		$ 18.90
	Records Issue Date		$ 150.74
	Designed, Verified and Assigned Date		$ 156.80
	Plant Test Date		$ 156.80
	New Line Class Code		
	Interdepartmental Meeting		$ 67.79
	Line Class Code Assignment		$ 180.78
	Translations: writing, accepting, & testing		$ 214.67
	Plant Test Date		$ 225.97
	New Network Routing		
	Interdepartmental Meeting		$ 4.21
	Line Class Code Assignment		$ 11.23
	Translations: writing, accepting, & testing		$ 13.35
	Plant Test Date		$ 14.03
Due Date Change Charge, per order per occasion			
	Basic Line Port		$ 3.02
	Trunk Port		$ 18.76
	Complex Line Port		$ 30.09
Daily Usage Feed, per message (DUF)		$ 0.000672	

			AIT	
MICHIGAN			**RECURRING**	**AIT**
			Monthly	**Nonrecurring**
Cross Connects (Loops, Ports, Sub Loops, Dedicated Transport, Tandem Switching)				
	2-Wire		$ 0.13	
	4-Wire		$ 0.25	
	6-Wire		$ 0.38	
	8-Wire		$ 0.50	
	DS1/LT1		$ 0.27	
	DS3/LT3		$ 1.15	
	OC3		$ 0.88	
	OC12		$ 0.88	
	OC48		$ 0.88	
Unbundled Tandem Switching				
	per minute of use (without Tandem Trunks)		$ 0.001058	
	Unbundled Tandem Switch Port(DS1) with features (per port)		$ 152.83	
	Unbundled Tandem Switch Port(DS1) with features (per port) - Installation			$ 115.33
	Unbundled Tandem Switch Port(DS1) with features (per port) - Disconnection			$ 82.83
	Service Order Charge (per order) Installation			$ 45.97
	Service Order Charge (per order) Disconnection			$ 45.51
	Subsequent Changes (per trunk group) Installation			$ 14.03
	Subsequent Changes (per trunk group) Disconnection			$ 8.13
	Cancellation or Change Service Charge, per last critical date reached			
	DS-1 Design Layout Report Date			$ 18.90
	DS-1 Records Issue Date			$ 150.74
	DS-1 Designed, Verified & Assigned Date			$ 156.80
	DS-1 Plant Test Date			$ 156.80
	Due Date Change Charge, per order, per occasion			$ 18.76
Unbundled Switching with Shared Transport (ULS-ST)				
	ULS Usage (for ULS-ST)		$ 0.000522	per MOU
	ULS-ST Blended Transport Usage		$ 0.000730	per MOU
	ULS-ST Common Transport Usage		$ 0.000446	per MOU
	ULS-ST Tandem Switching Usage		$ 0.000191	per MOU
	ULS-ST Reciprocal Compensation		$ 0.000522	per MOU
	ULS-ST SS7 Signaling Transport		$ 0.000145	per Message
Unbundled Interoffice Transport				
	Entrance Facility - per point of termination			
	DS1	Zone 1	$ 34.66	
		Zone 2	$ 41.57	
		Zone 3	$ 47.26	
	DS3	Zone 1	$ 114.33	
		Zone 2	$ 117.09	
		Zone 3	$ 118.25	
	OC3	All Zones	$ 411.35	
	OC12	All Zones	$ 999.31	
	OC48	All Zones	$ 2,669.81	
	Interoffice Transport:			
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 10.06	
		Interoffice Mileage - Per Mile - All Zones	$ 0.36	
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 53.73	
		Interoffice Mileage - Per Mile - All Zones	$ 9.87	
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 203.01	
		Interoffice Mileage - Per Mile - All Zones	$ 29.63	
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 508.09	
		Interoffice Mileage - Per Mile - All Zones	$ 54.59	
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,337.29	
		Interoffice Mileage - Per Mile - All Zones	$ 218.39	
Multiplexing				
	DS1 to Voice Grade		$ 178.18	
	DS3 to DS1		$ 262.31	
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 268.79	
		Add/Drop Function		
		- Per DS3 Add or Drop	$ 33.08	
		- Per DS1 Add or Drop	$ 3.83	
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 501.51	

			AIT	
MICHIGAN			**RECURRING**	**AIT**
			Monthly	**Nonrecurring**
		Add/Drop Function		
		- Per OC3 Add or Drop	$ 44.85	
		- Per DS3 Add or Drop	$ 14.32	
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 264.88	
		Add/Drop Function		
		- Per OC12 Add or Drop	$ 153.29	
		- Per OC3 Add or Drop	$ 44.85	
		- Per DS3 Add or Drop	$ 12.73	
Unbundled Interoffice Transport Cross Connects				
	DS1		$ 0.27	
	DS3		$ 1.15	
	OC3		$ 0.88	
	OC12		$ 0.88	
	OC48		$ 0.88	
Dark Fiber				
	Interoffice Dark Fiber			
		Interoffice Inquiry Charge - per request		$ 294.87
		Interoffice Administration Charge - per order Install		$ 12.52
		Interoffice Administration Charge - per order Disconnect		$ 14.12
		Interoffice Connection Charge - per strand Install		$ 413.66
		Interoffice Connection Charge - per strand Disconnect		$ 137.30
		Interoffice Mileage Termination - per Fiber per termination	$ 13.61	
		Interoffice Mileage - per fiber per foot	$ 0.00013	
		Interoffice Cross Connect - per cross connect	$ 2.91	
	Loop/Sub-Loop Dark Fiber			
		Loop/Sub-Loop Inquiry Charge - per request		$ 69.49
		Loop/Sub-Loop Administration Charge - per order Install		$ 12.52
		Loop/Sub-Loop Administration Charge - per order Disconnect		$ 14.12
		Loop Connection Charge - CO to RT/CEV/HUT; CO to Premise, per strand Install		$ 320.58
		Disconnect		$ 138.06
		Sub-Loop Connection Charge - RT/CEV/HUT to Premises, per strand Install		$ 335.02
		Sub-Loop Connection Charge - RT/CEV/HUT to Premises, per strand Disconnect		$ 138.63
		Loop/Sub-Loop Mileage Termination - per fiber per termination	$ 11.32	
		Loop/Sub-Loop Mileage Termination - per fiber per foot	$ 0.00014	
		Loop/Sub-Loop Cross Connect	$ 2.38	
Unbundled Interoffice Transport Optional Features & Functions				
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Installation		$ 158.00
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnection		$ 6.65
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ -	
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ -	$ 1,552.98
		1+1 Protection with Route Survivability (1 & 2 below apply)		
		- (1) Per OC3 Entrance Facility	$ -	
		- (2) Per Quarter Route Mile	$ 2.15	
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ -	
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ -	$ 1,552.98
		1+1 Protection with Route Survivability (1 & 2 below apply)		
		- (1) Per OC12 Entrance Facility	$ -	
		- (2) Per Quarter Route Mile	$ 2.64	
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ -	
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ -	$ 1,552.98
		1+1 Protection with Route Survivability (1 & 2 below apply)		
		- (1) Per OC48 Entrance Facility	$ -	
		- (2) Per Quarter Route Mile	$ 10.57	
Unbundled Interoffice Transport Installation & Rearrangement Charges				
	DS1	Administration Charge - Per Order		$ 136.82
		Design & Central Office Connection Charge - Per Circuit		$ 339.17
		Carrier Connection Charge - Per Termination		$ 209.19
	DS3	Administration Charge - Per Order		$ 120.93
		Design & Central Office Connection Charge - Per Circuit		$ 464.19
		Carrier Connection Charge - Per Termination		$ 129.24
	OC3	Administration Charge - Per Order		$ 76.37
		Design & Central Office Connection Charge - Per Circuit		$ 507.08
		Carrier Connection Charge - Per Termination		$ 474.40
	OC12	Administration Charge - Per Order		$ 76.37

			AIT	
MICHIGAN			**RECURRING**	**AIT**
			Monthly	**Nonrecurring**
		Design & Central Office Connection Charge - Per Circuit		$ 507.08
		Carrier Connection Charge - Per Termination		$ 474.40
	OC48	Administration Charge - Per Order		$ 76.37
		Design & Central Office Connection Charge - Per Circuit		$ 507.08
		Carrier Connection Charge - Per Termination		$ 474.40
Unbundled Interoffice Transport Disconnection Charges				
	DS1	Administration Charge - Per Order		$ 74.33
		Design & Central Office Connection Charge - Per Circuit		$ 34.41
		Carrier Connection Charge - Per Termination		$ 75.01
	DS3	Administration Charge - Per Order		$ 78.65
		Design & Central Office Connection Charge - Per Circuit		$ 103.83
		Carrier Connection Charge - Per Termination		$ 51.13
	OC3	Administration Charge - Per Order		$ 19.66
		Design & Central Office Connection Charge - Per Circuit		$ 4.99
		Carrier Connection Charge - Per Termination		$ -
	OC12	Administration Charge - Per Order		$ 19.66
		Design & Central Office Connection Charge - Per Circuit		$ 4.99
		Carrier Connection Charge - Per Termination		$ -
	OC48	Administration Charge - Per Order		$ 19.66
		Design & Central Office Connection Charge - Per Circuit		$ 4.99
		Carrier Connection Charge - Per Termination		$ -
Cancellation or Change Service Charges, per last critical date reached				
		DS-1 Design Layout Report Date		$ 327.96
		DS-1 Record Issue Date		$ 423.21
		DS-1 Designed, Verified and Assigned Date		$ 439.33
		DS-1 Plant Test Date		$ 685.18
		DS-3 Design Layout Report Date		$ 119.71
		DS-3 Record Issue Date		$ 546.17
		DS-3 Designed, Verified and Assigned Date		$ 569.87
		DS-3 Plant Test Date		$ 714.50
		OC-3,OC-12, OC-48 Design Layout Report Date		$ 478.36
		OC-3, OS-12, OC-48 Record Issue Date		$ 569.37
		OC-3, OC-12, OC-48 Designed, Verified and Assigned Date		$ 569.37
		OC-3, OC-12, OC-48 Plant Test Date		$ 1,057.84
Due Date Change Charge, per order, per occasion				
		DS-1		$ 18.76
		DS-3		$ 18.76
		OC-3, OC-12, OC-48		$ 23.59
Digital Cross-Connect System				
	DCS Port Charge		ICB	ICB
	DS1		ICB	ICB
	DS3		ICB	ICB
	DCS Establishment Charge		ICB	ICB
	Database Modification Charge		ICB	ICB
	Reconfiguration Charge		ICB	ICB
Line Information Database - LIDB per query			**Usage**	
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.005572	(per query)
	Query Transport (Regional STP Access Validation)		$ 0.000002	(per query)
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.005572	(per query)
	Query Transport (Local STP Access Validation)		$ 0.000085	(per query)
	CNAM Database Query		$ 0.0080000	(per query)
	LIDB Data Storage & Administration			
		Manual Update - per update		$ 2.00
800 Database - per query			**Usage**	
	Ameritech Provided Facilities			
	Call-Routing Query		$ 0.000931	(per query)
	Routing Options Query		$ 0.000036	(per query)
	Local STP, Facilities Based			
	Carrier ID Only Query		$ 0.000895	(per query)
	Routing Options		$ 0.000036	(per query)
	Regional STP, Facilities Based			
	Carrrier ID Only Query		$ 0.000814	(per query)

MICHIGAN		AIT RECURRING Monthly	AIT Nonrecurring
	Routing Options Query	$ 0.000036	(per query)
SS7			
	SS7 Links - Cross Connects		
	STP to Collocators Cage - DS0	See Dedicated Transport	
	STP to Collocators Cage - DS1	See Dedicated Transport	
	STP to SBC MDF - DS0	See Dedicated Transport	
	STP to SBC DSX Frame - DS1	See Dedicated Transport	
	SS7 Links		
	STP Access Connection - 1.544 Mbps	See Dedicated Transport	
	STP Access Line 56 Kbps	See Dedicated Transport	
	SS7 Signalling	**Usage**	
	Signal Switching/IAM msg (ISUP)	$ 0.000073	
	Signal Transport/IAM msg (ISUP)	$ 0.000051	
	Signal Formulation/IAM msg (ISUP)	$ 0.000229	
	Signal Tandem Switching/IAM msg (ISUP)	$ 0.000123	
	Signal Switching/TCAP msg	$ 0.000056	
	Signal Transport/TCAP msg	$ 0.000034	
	Signal Formulation/TCAP msg	$ 0.000118	
	Originating Point Code, per service, add or change, per STP pair installation		$ 25.98
	Originating Point Code, per service, add or change, per STP pair disconnection		$ 22.40
	Global Title Translation Addition or Change, per STP pair installation		$ 12.29
	Global Title Translation Addition or Change, per STP pair disconnection		$ 10.59
	Signal Transfer Point (STP)	$ 253.73	
	Signal Transfer Point (STP) - installation		$ 879.58
	Signal Transfer Point (STP) - disconnection		$ 134.45
Unbundled Access to AIN - AIN Database Query		BFR	
OTHER			
Emergency Number Services Access			
9-1-1 Selective Router Interconnection			
	Digital DS1 Interface	$ 205.16	$ 572.39
	Each DS0 Installed	NA	$ 319.30
	Analog Channel Interface	$ 19.81	$ 496.18
ANI/ALI/SR and Database Management			
	Per 100 Records	$ 3.93	$ -
ANI Databases			
	AIN Database Query	BFR	
9-1-1 Selective Router Switch Administration			
	Per Selective Router	$ 5.06	$ 233.32
Universal Emergency Number 9-1-1/Telecommunications Service Tariff		Tariff 20R, Part 8, Section 3	
Ameritech DS1 Service			
	Exchange Circuit	Unregulated Service	
	Access Service	Tariff FCC No. 2, Section 7	
Analog Channel (3002 Channel)			
	Exchange Circuit	Unregulated Service	
	Access Circuit	Tariff FCC No. 2, Section 7	
	Directory Assistance		
	Directory Assistance - per call	$ 0.263	
	Directory Assistance Call Completion (DACC) - per call	$ 0.021	
	National Directory Assistance - per occurrence	$ 0.35	
	Branding		
	- Per Trunk Group		$ 403.64
	- Per Call	$ 0.025	

			AIT	
MICHIGAN			**RECURRING**	**AIT**
			Monthly	**Nonrecurring**
		- Initial/Subsequent Load		$ 1,800.00
		Directory Assistance - Facilities Based Rate Reference		
		- Initial Load		$ 2,200.00
		- Subsequent Rater Load or Reference Load		$ 1,000.00
	DA Listings			
	DA Listings Liscense			
		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)		
		- per listing for initial load		$ 0.04
		- per listing for subsequent updates		$ 0.06
		Option #2 Full File (all states inclusive) Billable Release		
		- per listing for initial load		$ 0.02
		- per listing for subsequent updates		$ 0.03
		- per usage / query		$ 0.02
		Option #3 Pick & Choose (by state) Non-Billable Release (no query charges)		
		- per listing for initial load		$ 0.05
		- per listing for subsequent updates		$ 0.06
		Option #3 Pick & Choose (by state) Billable Release		
		- per listing for initial load		$ 0.02
		- per listing for subsequent updates		$ 0.03
		- per usage / query		$ 0.02
	Structure Access - Poles & Ducts		Annually	
		Pole Attachment Fee	$ 1.48	
		Conduit Attachment Fee - per foot of innerduct	$ 0.08	
		Application Fee		$ 200.00
	Operator Services			
		Manual Call Assistance (No LIDB Validation)	$ 0.287	
		Manual Call Assistance (LIDB Validation)		
		- Collect, Calling Card, Third Number	$ 0.347	
		- Automated Call Assistance	$ 0.083	
		Busy Line Verification, per occurrence	$ 0.621	
		Busy Line Verification Interrupt, per occurrence	$ 0.762	
		Branding		
		- Per Trunk group		$ 403.64
		- Per Call	$ 0.025	
		- Initial/Subsequent Load		$ 1,800.00
		Operator Services - Facilities Based Rate Reference		
		- Initial Load		$ 2,200.00
		- Subsequent Rater Load or Reference Load		$ 1,000.00
RECIPROCAL COMPENSATION				
	Tandem Switching			
		Setup Charge - per call	$ 0.000131	
		Duration Charge - per MOU	$ 0.000234	
	Tandem Transport			
		Termination Setup Charge - per call	$ 0.000087	
		Termination Duration Charge - per MOU	$ 0.000156	
		Facility Mileage per Minute, per Mile	$ 0.000002	
	Local End Office Termination			
		Setup Charge - per call	$ 0.001885	
		Duration Charge - per MOU	$ 0.000605	

MICHIGAN			AIT RECURRING Monthly	AIT Nonrecurring
TRANSIT SERVICE				
	Tandem Switching			
		per minute of use	$ 0.004985	
	Tandem Transport			
		per minute of use	$ 0.000156	
	Tandem Transport Facility			
		per minute of use	$ 0.000036	
COLLOCATION (Rates applicable to services available under Article XII)				
Applicable Physical Collocation				
	Planning Fees			
		Physical Collocation - Initial (per 100 SF)	$ 22.29	$ 3,805.77
		Physical Collocation - Subsequent Cable Only	$ -	$ 1,317.38
		Common/Shared Collocation - Initial (per LF\)	$ 0.22	$ 3,220.27
		Common/Shared Collocation - Subsequent Cable Only	$ -	$ 1,317.38
		Cageless Collocation - Initial	$ -	$ 4,830.40
		Cageless Collocation - Subsequent Cable Only	$ -	$ 1,463.76
		Adjacent On-Site Collocation - Initial	$ -	$ 6,586.91
		Adjacent On-Site Collocation - Subsequent Cable Only	$ -	$ 1,317.38
		Physical Collocation - Initial (per 100 SF)	$ -	$ 1,418.13
	Physical Caged Collocation			
		Physical Land & Building per 100 square foot cage	$ 915.67	
		Physical Cage Preparation per 100 square foot cage	$ 58.27	
		HVAC per 10 Amps of DC Power	$ 5.92	
		Physical Cable Racking per 100 square foot cage	$ 28.51	
		Physical Grounding per 100 square foot cage	$ 4.73	
	Cageless Collocation			
		Land and Building Charge (per 1/4 Rack)	$ 11.24	
		Relay Rack Charge (Optional per 1/4 Rack)	$ 2.61	
		HVAC per 10 Amps of DC Power	$ 5.92	
	Caged Common Collocation			
		Land & Building per common area linear foot	$ 42.53	
		Cage Preparation per common area linear foot	$ 2.20	
		HVAC per 10 Amps of DC Power	$ 5.92	
		Physical Cable Racking per common area linear foot	$ 4.48	
		Physical Grounding per common area linear foot	$ 0.22	
	Power Consumption - DC Usage			
		Physical Caged Collocation - Per AMP	$ 5.95	
		Common Caged Collocation - Per AMP	$ 5.95	
		Cageless Collocation - Per AMP	$ 6.34	
		Adjacent On-Site Collocation - Per AMP	$ 5.10	
	Power Consumption - AC Usage			
		Physical Caged Collocation - Per AMP	$ 3.70	
		Common Caged Collocation - Per AMP	$ 3.70	
		Cageless Collocation - Per AMP	$ 3.70	
		Adjacent On-Site Collocation - Per AMP	$ 3.70	
	Security Cards (5 Cards)		$ -	$ 85.81
	Interconnection Arrangements Options			
		Physical Caged Collocation		
		DS-1 Arrangement (28 DS1s) - DCS	$ 290.62	$ 1,314.96
		DS-1 Arrangement (28 DS1s) - DSX	$ 14.30	$ 1,314.96
		Common Caged Collocation		
		DS-1 Arrangement (28 DS1s) - DCS	$ 290.62	$ 1,314.96
		DS-1 Arrangement (28 DS1s) - DSX	$ 14.30	$ 1,314.96
		Cageless Collocation		
		DS-1 Arrangement (28 DS1s) - DCS	$ 290.62	$ 1,314.96
		DS-1 Arrangement (28 DS1s) - DSX	$ 14.30	$ 1,314.96
		Adjacent On-Site Collocation		
		DS1 Arrangement (28 DS1s) - DCS	$ 291.23	$ 1,681.56
		DS1 Arrangement (28 DS1s) - DSX	$ 14.92	$ 1,681.56
		Adjacent Off-Site Collocation		
		DS1 Arrangement (28 DS1s) - DCS	$ 290.62	$ 1,314.96
		DS1 Arrangement (28 DS1s) - DSX	$ 14.30	$ 1,314.96
		DS1 Arrangement (450 DS1s) - MDF	$ 348.33	$ 617.81
		Physical Caged Collocation		

			AIT	
MICHIGAN			RECURRING	AIT
			Monthly	Nonrecurring
		DS3 Arrangement (1 DS3) - DCS	$ 72.84	$ 336.02
		DS3 Arrangement (1 DS3) - DSX	$ 12.53	$ 336.02
		Common Caged Colloccation		
		DS3 Arrangement (1 DS3) - DCS	$ 72.77	$ 336.02
		DS3 Arrangement (1 DS3) - DSX	$ 12.53	$ 336.02
		Cageless Collocation		
		DS3 Arrangement (1 DS3) - DCS	$ 72.84	$ 336.02
		DS3 Arrangement (1 DS3) - DSX	$ 12.53	$ 336.02
		Adjacent On-Site Collocation		
		DS3 Arrangement (1 DS3) - DCS	$ 73.46	$ 429.70
		DS3 Arrangement (1 DS3) - DSX	$ 13.15	$ 429.70
		Physical Caged Collocation		
		Voice Grade Arrangement (100 Pairs)	$ 6.28	$ 865.95
		Common Caged Collocation		
		Voice Grade Arrangement (100 Pairs)	$ 6.28	$ 865.95
		Cageless Collocation		
		Voice Grade Arrangement (100 Pairs)	$ 6.36	$ 865.95
		Adjacent On-Site Collocation		
		Voice Grade Arrangement (100 Pairs)	$ 41.78	$ 1,263.41
		Adjacent Off-Site Collocation		
		Voice Grade Arrangement (900 Pairs)	$ 348.33	$ 617.81
		Optical Circuit Arrangement (12 fiber pairs)		
		Physical Caged Collocation (per cable)	$ 8.12	$ 2,425.88
		Caged Common Collocation (per cable)	$ 8.12	$ 2,425.88
		Cageless Collocation (per cable)	$ 8.12	$ 2,106.69
		Adjacent On-Site Collocation (per cable)	$ 8.89	$ 2,694.01
		Adjacent Off-Site Collocation (per cable)	$ 8.93	$ 2,662.72
	Power Arrangement			
		Physical Caged Collocation		
		Power Delivery - 40 AMP		$ 157.89
		Power Delivery - 100 AMP		$ 205.94
		Power Delivery - 200 AMP		$ 268.41
		Common Caged Collocation		
		Power Delivery - 40 AMP		$ 157.89
		Power Delivery - 100 AMP		$ 205.94
		Power Delivery - 200 AMP		$ 268.41
		Adjacent On-Site Collocation		
		Power Delivery - 200 AMP	$ 50.42	$ 6,540.01
		Power Delivery - 400 AMP	$ 66.04	$ 11,817.41
		Power Delivery - 600 AMP	$ 67.77	$ 15,312.95
		Power Delivery - 800 AMP	$ 84.26	$ 22,338.12
	Entrance Fiber Structure Charge (Per Innerduct)		$ 1.9444	
	Entrance Fiber , per cable sheath			
		Physical Caged Collocation	$ 2.73	$ 1,420.97
		Common Caged Collocation	$ 2.73	$ 1,420.97
		Cageless Collocation	$ 14.97	$ 1,420.97
		Adjacent On-Site Collocation	$ 31.37	$ 2,602.13
	Adjacent On-Site Collocation Arrangement			
		Land Rental, per square foot	$ 0.39	
	Collocation-to-Collocation Connection			
		Physical to Physical		
		Fiber Cable (12 Fibers)	$ 0.82	$ 2,106.69
		DS1 Cable (28 DS1s)	$ 0.74	$ 1,314.96
		DS3 Cable (1 DS3)	$ 0.74	$ 336.02
		Cageless to Cageless		
		Fiber Cable (12 Fibers)	$ 0.24	$ 829.91
		DS1 Cable (28 DS1s)	$ 0.19	$ 518.01
		DS3 Cable (1 DS3)	$ 0.19	$ 132.37
		Physical/Cageless to Virtual		
		Fiber Cable (12 Fibers)	$ 0.24	$ 829.91
		DS1 Cable (28 DS1s)	$ 0.19	$ 518.01
		DS3 Cable (1 DS3)	$ 0.19	$ 132.37
Applicable Virtual Collocation				
	Planning			
		Initial	$ -	$ 4,830.40
		Subsequent/Cable Only	$ -	$ 1,463.76
	Land and Building (per 1/4 Bay Framework)		$ 11.24	$ -

MICHIGAN		AIT RECURRING Monthly	AIT Nonrecurring
Relay Rack (per 1/4 Rack)		$ 2.61	$ -
HVAC (per 10 Amps of DC Power Consumption)		$ 5.92	$ -
Entrance Fiber (per Cable)		$ 14.97	$ 1,420.97
Power Delivery		$ 0.08	$ -
Power Consumption			
	DC Power Per AMP	$ 6.34	$ -
	AC Power Per AMP	$ 3.70	$ -
Voice Grade Interconnection Arrangement (Per 100 Pairs)		$ 6.36	$ 865.95
DS-1 Interconnection Arrangement to DCS (Per 28 DS1s)		$ 290.62	$ 1,314.96
DS-1 Interconnection Arrangement to DSX (Per 28 DS1s)		$ 14.30	$ 1,314.96
DS-3 Interconnection Arrangement to DCS (DS3)		$ 72.84	$ 336.02
DS-3 Interconnection Arrangement to DSX(DS3)		$ 12.53	$ 336.02
Fiber Interconnection Arrangement (Per 12 Fiber Cable)		$ 8.12	$ 2,106.69
Collocation-to-Collocation Connection			
	Fiber Cable (Per 12 Fiber Cable)	$ 0.24	$ 829.91
	DS-1 Cable (Per 28 DS1s)	$ 0.19	$ 518.01
	DS-3 Cable (Per DS3)	$ 0.19	$ 132.37
Equipment Maintenance and Security Escort			
	Equipment Maintenance		
	Normal Business Day per 1/4 Hour	$ -	$ 15.99
	Non-Normal Business Day per - Initial	$ -	$ 255.90
	Non-Normal Business Day - 1/4 Hour	$ -	$ 15.99
Security Escort			
	Normal Business Day per 1/4 Hour	$ -	$ 13.50
	Non-Normal Business Day per - Initial	$ -	$ 216.00
	Non-Normal Business Day - 1/4 Hour	$ -	$ 13.50
RESALE			
	Discount is applicable to tariffed rate of service identified		
		RESALE DISCOUNTS	
		RECURRING	NONRECURRING
BUSINESS			
LOCAL EXCHANGE SERVICE			
Business 1 Party		18.15%	18.15%
Business - Measured		18.15%	18.15%
Customer Operated Pay Telephone (COPT)		18.15%	18.15%
EXPANDED LOCAL CALLING			
Interzone		18.15%	18.15%
VERTICAL SERVICES			
Anonymous Call Rejection		18.15%	18.15%
Repeat Dialing (Auto Redial)		18.15%	18.15%
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		18.15%	18.15%
Call Blocker		18.15%	18.15%
Call Forwarding		18.15%	18.15%
Call Forwarding - Busy Line		18.15%	18.15%
Call Forwarding - Busy Line/Don't Answer		18.15%	18.15%
Call Forwarding - Don't Answer		18.15%	18.15%
Automatic CallBack (Call Return)		18.15%	18.15%
Automatic CallBack-Per Use (Call Return - Usage Sensitive)		18.15%	18.15%
Call Trace		18.15%	18.15%
Call Waiting		18.15%	18.15%
Caller ID WithName (Calling Name)		18.15%	18.15%
Caller ID (Calling Number)		18.15%	18.15%
MultiRing Service -1 (Personalized Ring -1 Dependent Number)		18.15%	18.15%
MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		18.15%	18.15%
Remote Access to Call Forwarding (Grandfathered)		0.00%	0.00%
Selective Call Forwarding		0.00%	0.00%
Multi-Path Call Forwarding (Simultaneous Call Forwarding)		18.15%	18.15%
Remote Call Forwarding-Per Feature		18.15%	18.15%
RCF, Interstate, Interexchange		18.15%	18.15%
RCF, Intrastate		18.15%	18.15%
RCF, Interstate, International		18.15%	18.15%
RCF, Intrastate, Interexchange		18.15%	18.15%
RCF to 800		18.15%	18.15%
RCF Additional		18.15%	18.15%
Speed Calling 8		18.15%	18.15%

MICHIGAN		AIT RECURRING Monthly	AIT Nonrecurring
	Speed Calling 30	18.15%	18.15%
	Three Way Calling	18.15%	18.15%
	Call Screening	18.15%	18.15%
	Busy Line Transfer	18.15%	18.15%
	Alternate Answer	18.15%	18.15%
	Message Waiting - Tone	18.15%	18.15%
	Easy Call	18.15%	18.15%
	Prime Number Service	18.15%	18.15%
	AMERITECH Privacy Manager	18.15%	18.15%
	Name and Number Delivery Service	18.15%	18.15%
	DID		
	DID	18.15%	18.15%
	TRUNKS		
	Trunk	18.15%	18.15%
	AIN		
	Area Wide Networking	18.15%	18.15%
	Ameritech Switch Alternate Routing (ANSAR)	18.15%	18.15%
	Ameritech Customer Location Alternate Routing (ACLAR)	18.15%	18.15%
	OTHER		
	Grandfathered Services	0.00%	0.00%
	Promotions (Greater than 90 days)	18.15%	18.15%
	TouchTone (Business)	18.15%	18.15%
	TouchTone (Trunk)	18.15%	18.15%
	900/976 Call Blocking (900/976 Call Restriction)	0%	0%
	976 (976 Information Delivery Service)	0%	0%
	Access Services (See Access Tariff)	0%	0%
	Additional Directory Listings	18.15%	18.15%
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%
	Connection Services	18.15%	18.15%
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%
	Shared Tenant Service	0%	0%
	ISDN		
	ISDN	18.15%	18.15%
	DIRECTORY ASSISTANCE SERVICES	18.15%	18.15%
	Local Operator Assiustance Service	18.15%	18.15%
	TOLL		
	TOLL	18.15%	18.15%
	OPTIONAL TOLL CALLING PLANS		
	Optional Toll Calling Plans	18.15%	18.15%
	CENTREX (PLEXAR)		
	Ameritech Centrex Service ACS	18.15%	18.15%
	Ameritech Centrex Network Manager	0.00%	0.00%
	PRIVATE LINE		
	Analog Private Lines	18.15%	18.15%
	Private Line Channel Services	18.15%	18.15%
	RESIDENCE		
	LOCAL EXCHANGE SERVICE		
	Life Line	0.00%	0.00%
	Residence 1 Party	18.15%	18.15%
	Residence Measured	18.15%	18.15%
	EXPANDED LOCAL CALLING		
	Interzone	18.15%	18.15%
	VERTICAL SERVICES		
	Anonymous Call Rejection	18.15%	18.15%
	Repeat Dialing (Auto Redial)	18.15%	18.15%

MICHIGAN		AIT RECURRING Monthly	AIT Nonrecurring
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	18.15%	18.15%
	Call Blocker	18.15%	18.15%
	Call Forwarding	18.15%	18.15%
	Call Forwarding - Busy Line	18.15%	18.15%
	Call Forwarding - Busy Line/Don't Answer	18.15%	18.15%
	Call Forwarding - Don't Answer	18.15%	18.15%
	Automatic Call-Back (Call Return)	18.15%	18.15%
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	18.15%	18.15%
	Call Trace	18.15%	18.15%
	Call Waiting	18.15%	18.15%
	Caller ID with Name (Calling Name)	18.15%	18.15%
	Caller ID (Calling Number)	18.15%	18.15%
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	18.15%	18.15%
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	18.15%	18.15%
	Remote Access to Call Forwarding (GF)	0.00%	0.00%
	RCF, Interstate, Interexchange	18.15%	18.15%
	RCF, Intrastate	18.15%	18.15%
	RCF, Interstate, International	18.15%	18.15%
	RCF, Intrastate, Interexchange	18.15%	18.15%
	RCF to 800	18.15%	18.15%
	RCF Additional	18.15%	18.15%
	Selective Call Forwarding	18.15%	18.15%
	Speed Calling 8	18.15%	18.15%
	Three Way Calling	18.15%	18.15%
	Call Screening	18.15%	18.15%
	Busy Line Transfer	18.15%	18.15%
	Alternate Answer	18.15%	18.15%
	Message Waiting - Tone	18.15%	18.15%
	Easy Call	18.15%	18.15%
	AMERITECH Privacy Manager	18.15%	18.15%
	Name and Number Delivery Service	18.15%	18.15%
	ISDN		
	ISDN	18.15%	18.15%
	DIRECTORY ASSISTANCE SERVICES	18.15%	18.15%
	Local Operator Assiustance Service	18.15%	18.15%
	OTHER		
	Grandfathered Services	0.00%	0.00%
	Promotions (Greater than 90 Days)	18.15%	18.15%
	TouchTone	18.15%	18.15%
	Home Services Packages	18.15%	18.15%
	900/976 Call Blocking (900/976 Call Restriction)	0%	0%
	976 (976 Information Delivery Service)	0%	0%
	Access Services (See Access Tariff)	0%	0%
	Additional Directory Listings	18.15%	18.15%
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%
	Connection Services	18.15%	18.15%
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%
	Shared Tenant Service	0%	0%
	TOLL		
	Toll	18.15%	18.15%
	Electronic Billing Information Data (daily usage)	$0.00	
	per message		
	Local disconnect Report (LDR)		
	Per WTN	$0.00	
	Line Connection Charge		
	Residence		$ 34.38
	Business		$ 34.38
	Service Order/Service Request Charge		
	Residence		NA

			AIT	
MICHIGAN			**RECURRING**	**AIT**
			Monthly	**Nonrecurring**
	Business			NA
	Non-Electronic (Manual) Service Order Charge			
	Residence			$ 8.91
	Business			$ 8.91

AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERITECH MICHIGAN
AND
ICG TELECOM GROUP, INC.

The Interconnection Agreement ("the Agreement") by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan and ICG Telecom Group, Inc. ("CLEC") is hereby amended as follows:

(1) The Appendix Reciprocal Compensation has been replaced with the Appendix Reciprocal Compensation (After FCC Order NO.01-131), which is attached hereto and incorporated herein.

(2) 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 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*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). 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, 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, Michigan Bell Telephone Company d/b/a Ameritech Michigan reserves its right to exercise its option at any time in the future to adopt on a date specified by Michigan Bell Telephone Company d/b/a Ameritech Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency 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. In such event, the Parties shall have sixty (60) days from the effective date of the order 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 effective date of the order, 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.

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

(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 be filed with and is subject to approval by the Michigan Public Service Commission ("MI-PSC") and shall become effective ten (10) days following approval by the MI-PSC.

IN WITNESS WHERE OF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by SNET, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

ICG Telecom Group, Inc.

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

AECN/OCN# _____
(Facility Based – if applicable)

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

Signature:_____

Name:_____
(Print or Type)

Title: *For/* President - Industry Markets

Date:_____

NEGOTIATED APPENDIX RECIPROCAL COMPENSATION (AFTER FCC ORDER NO. 01-131)

TABLE OF CONTENTS

1. APPENDIX SCOPE AND TERM 3
2. ILEC DESIGNATIONS 4
3. CLASSIFICATION OF TRAFFIC 5
4. RESPONSIBILITIES OF THE PARTIES 6
5. LOCAL CALL TERMINATION 6
6. NON-LOCAL CALL TERMINATION 7
7. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX 7
8. MCA TRAFFIC -- SBC-MO 8
9. TRANSIT TRAFFIC COMPENSATION 8
10. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX 9
11. INTRALATA 800 TRAFFIC 9
12. MEET-POINT-BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION 9
13. INTRALATA TOLL TRAFFIC COMPENSATION 10
14. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT 10
15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET 11
16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS 12
17. ADDITIONAL TERMS AND CONDITIONS 13

APPENDIX RECIPROCAL COMPENSATION

This Appendix provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged pursuant to the underlying Interconnection Agreement ("Agreement") between CLEC. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and one of the following SBC Communications Inc.-owned Incumbent Local Exchange Carriers (hereafter, "ILEC"): **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company, d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation), Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** (but only to the extent that the agent for the applicable SBC-owned ILEC executed the underlying Agreement for such SBC-owned ILEC). The Parties hereby agree as follows:

WHEREAS, CLEC obtained the underlying Agreement by requesting adoption of an existing Agreement with ILEC pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 (known as the "Most Favored Nations" or "MFN" provision of the Act); and

WHEREAS, on April 18, 2001, the Federal Communications Commission (FCC) adopted its "Order on Remand and Report and Order" in its Intercarrier Compensation proceeding regarding traffic to Internet Service Providers (ISPs) (hereafter, the "ISP Intercarrier Compensation Order");[1] and

WHEREAS, the FCC in that Order suspended MFN requests affecting ISP and other Internet-bound traffic, stating in pertinent part:

> *Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, however, state commissions will no longer have authority to address this issue. For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic[footnote omitted]. Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this [Federal Communications] Commission pursuant to section 201 [footnote omitted].2*

AND, WHEREAS the rates, terms and conditions for ISP traffic are legitimately-related to all other rates, terms and conditions for intercarrier compensation under the Agreement and have been negotiated in their entirety in this Appendix.

NOW, THEREFORE, ILEC and CLEC agree to the following rates, terms and conditions for all intercarrier traffic, including ISP and Internet-bound traffic, for the duration of the underlying Agreement, intending this document to be executed, filed, and approved as a negotiated Appendix separate from the underlying MFN Agreement.

1.0 APPENDIX SCOPE AND TERM

1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

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[1] *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic;* CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131 (released April 27, 2001).

[2] ISP Intercarrier Compensation Order, para 82 (emphasis added).

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

1.5 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC. Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

1.6 The Parties agree that this Appendix also governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between ILEC and CLEC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

1.7 The Parties agree that this Appendix shall be coterminous with the underlying Agreement and shall not extend or alter the term and termination provisions of the Agreement, subject to the exceptions in subsection 1.7.1 below.

1.7.1 Retroactive Application back to the Effective Date of the Underlying MFN. The Parties recognize that an MFN interconnection agreement often receives speedier state approvals than the negotiated Appendix which will be affixed to that interconnection agreement. To the extent that the date of state approval of the underlying MFN interconnection agreement precedes the date of state approval of this Appendix, the Parties agree that the rates, terms and conditions of the Appendix will, upon state approval, apply retroactively to the date of state approval of the underlying MFN Agreement.

2.0 ILEC DESIGNATIONS

2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.3 **SBC-12STATE** - As used herein**,** **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.6 **SWBT-MO -** As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.

2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

2.9 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.

2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.

2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3.0 CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.

3.2 For purposes of this Appendix, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:

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

(b) both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that share a common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in **SBC-12STATE**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) 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 (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

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

3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. 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.

4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5.0 LOCAL CALL TERMINATION

5.1 The compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.

5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Reciprocal Compensation Terminating Rates, attached hereto and incorporated by reference as if fully set forth below:

5.3 Tandem Serving Rate Elements:

5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.

5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.

5.4 End Office Serving Rate Elements:

5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.

5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.

5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6.0 NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5.0 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Amendment, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5.0 above does not apply, and that the underlying Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the underlying Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

7.0 OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

7.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is

independent of any retail service arrangement established by either Party. CLEC and **SWBT-OK**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8.0 MCA TRAFFIC -- SBC-MO

8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9.0 TRANSIT TRAFFIC COMPENSATION

9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits a **SBC-13STATE** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **SWBT-MO**. The rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.

9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the

terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

9.3 The CLEC shall not bill **SBC-13STATE** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **SBC-13STATE** is sent CPN or is not sent CPN by the originating company.

9.4 In those **SBC-13STATE**s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE**'s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10.0 OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS**, **SWBT-AR**, and/or **SWBT-TX** local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all **SWBT-MO**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

11.0 INTRALATA 800 TRAFFIC

11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12.0 MEET POINT BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

12.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

12.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

12.7 Each Party will act as the Official Recording Company for Switched Access uage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

12.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13.0 INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14.0 BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

14.1 In **SBC-SWBT** other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.

14.5 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.

14.6 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

14.7 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

14.8 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

14.9 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with **SBC-13STATE**s, **SBC-13STATE**s will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15.0 BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

15.1 In **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, and **SNET**, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16.0 RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") which was remanded *in WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's 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.

16.2 ILEC agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

16.3 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

16.4 Should a regulatory agency, court or legislature change or nullify the ILEC's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27,

2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

16.8 The parties agree to that the foregoing rates, terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.

16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17.0 ADDITIONAL TERMS AND CONDITIONS

17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation rates, terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

Line	MICHIGAN - Generic Pricing Schedule	AIT RECURRING	AIT NON-RECURRING	
2		Monthly	Initial	Additional
3	***UNBUNDLED NETWORK ELEMENTS***			
4	**RECIPROCAL COMPENSATION**			
5	**End Office Local Termination**			
6	Set up charge, per call	$ 0.001885		
7	Duration charge, per MOU	$ 0.000605		
8	**Tandem Switching**			
9	Set up charge, per call	$ 0.000131		
10	Duration charge, per MOU	$ 0.000234		
11	**Tandem Transport Termination**			
12	Set up charge, per call	$ 0.000087		
13	Duration charge, per MOU	$ 0.000156		
14	**Tandem Transport Facility Mileage, per MOU per mile**	$ 0.000002		
15				
16	**TRANSIT SERVICE**			
17	Tandem Switching, per minute of use	$ 0.004985	NA	
18	Tandem Termination, per minute of use	$ 0.000156	NA	
19	Tandem Facility, per minute of use	$ 0.000036	NA	
20	**Notes**			
21	**/1/ Does not apply to pre-existing UNE-P Migrations. Application of rates is subject to Ameritech Michigan reservation of rights pertaining**			
22	**to MPSC Case No. U-11831, and subject to modification as a result of reconsideration appeal, further MPSC action, or other change of law.**			
23	**/2/ Does not apply to pre-existing UNE-P Currently Combined Installations. Application of rates is subject to Ameritech Michigan reservation**			
24	**of rights pertaining to MPSC Case Number U-11831, and subject to modification as a result of reconsideration appeal, further MPSC action,**			
25	**or other change of law.**			
26	**/3/ Only applies to pre-existing UNE-P Migrations. Application of rates is subject to Ameritech Michigan reservation of rights pertaining to MPSC**			
27	**Case Number U-11831, and subject to modification as a result of reconsideration appeal, further MPSC action, or other change of law.**			
28	**/4/ Applies only once per UNE-P Combination.**			
29	**/5/ Does not apply to Special Access to UNE conversions. Application of rates is subject to Ameritech Michigan reservation of rights pertaining**			
30	**to MPSC Case No. U-11831, and subject to modification as a result of reconsideration appeal, further MPSC action, or other change of law.**			
31				
32				
33				
34	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**			

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMENDMENT

to the

INTERCONNECTION AGREEMENT

by and between

MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERITECH MICHIGAN

AND

ICG TELECOM GROUP, INC.

The Interconnection Agreement ("the Agreement") by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech") and ICG Telecom Group, Inc. ("CLEC"), for the state of Michigan and which was previously approved by the Michigan Public Service Commission ("Commission") is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Add Appendix UNE Combining, which is attached hereto and incorporated herein.

1.2 Add "Schedule UNE Combinations (Michigan)" attached hereto and incorporated herein.

2.0 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 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*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). 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, 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. The Parties further acknowledge that they have executed an amendment superseding certain

compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agreed not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech does not waive any of its rights that it may have at the time of or that arise after the expiration of the Reciprocal Compensation Amendment or as to any other rights it may have at any time under the rates, terms and conditions in this Agreement (other than the rates, terms and conditions set forth in the Reciprocal compensation Amendment), and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action. In the event that the FCC, a state regulatory agency 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. In such event, the Parties shall have sixty (60) days from the effective date of the order 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 effective date of the order, 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.

3.0 MISCELLANEOUS

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

3.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

3.3 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Michigan Bell Telephone Company d/b/a Ameritech Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

ICG Telecom Group, Inc.

By:_____

Title: _____

Name: _____
(Print or Type)

Date:_____

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

By:_____

Title: For/ President - Industry Markets

Name: _____
(Print or Type)

Date:_____

APPENDIX UNE COMBINING

TABLE OF CONTENTS

1. INTRODUCTION…… 3
2. GENERAL TERMS AND CONDITIONS…… 4
3. NEW COMBINATIONS INVOLVING UNEs……..4
4. RESERVATION OF RIGHTS……... 9
5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS……. 10

APPENDIX UNE COMBINING

1. INTRODUCTION

1.1 This Appendix, UNE Combining, sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). CLEC's shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 The terms and conditions contained in this Appendix shall supersede any conflicting terms and conditions contained within the CLEC's Interconnection Agreement. The CLEC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Appendix. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination involved any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any **SBC-13STATE** obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.

1.4 Other than as expressly set forth in this Appendix, or as contained in the Agreement and which is not superseded per Section 1.3 of this Appendix, **SBC-13STATE** has no obligation to combine UNEs, or to combine a UNE with a network element possessed by CLEC.

1.5 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2. GENERAL TERMS AND CONDITIONS

2.1 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other **SBC-13STATE** offering(s).

2.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offering with the exception of tariffed Collocation services.

2.3 UNEs may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available. CLEC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network.

3. NEW COMBINATIONS INVOLVING UNEs

3.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. _____, No. 00-511, 2002 WL 970643 (May 13, 2002) ("*Verizon Comm. Inc.")* and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other applicable law.

3.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, **SBC-13STATE** shall initiate a proceeding before the State commission for the State in which the combination is sought, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 3.1 of this Appendix.

3.3 In accordance with and subject to the provisions of this Section 3, including Section 3.3.2 and 3.5, the new UNE combinations set forth in the Schedule(s) – UNE Combinations attached and incorporated into this Appendix UNE shall be made available to CLEC as specified in the specific Schedule for a particular State.

3.3.1 A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements."

3.3.1.1 "Contiguous Interconnection of Network Elements" means the situation when CLEC orders all the **SBC-13STATE** UNEs required either

(1) to convert to a combinations of UNEs an **SBC-13STATE** End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or

(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by **SBC-13STATE**, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant **SBC-13STATE** local switch, including CLEC's payment of all applicable charges to establish that routing.)

3.3.1.2 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.

3.3.2 The parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective

Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:

3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

3.3.2.3 Without affecting the application of Section 3.3.2.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those

functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

3.3.3 For a new UNE combination listed on a Schedule – UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.

3.3.4 For a new UNE combination listed on a Schedule – UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

3.3.5 Upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new UNE combinations set forth in the Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 3.3.4. For any such work that is required to be done by **SBC13-STATE** under Section 3.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC13-STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

3.4 In accordance with and subject to the provisions of this Section 3, any request not included in Section 3.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request, special request, or equivalent process applicable under the Agreement (generically referred to in this Appendix as "BFR").

3.4.1 In any such BFR, CLEC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any CLEC elements are to be connected, and how each connection

(*e.g.*, cross-connected) is to be made between an **SBC-13STATE** UNE and the network element(s) possessed by CLEC.

3.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work that is required to be done by **SBC13-STATE** under Section 3.1. Such fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. **SBC-13STATE**'s preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by Section 3.1, CLEC shall be charged a market-based rate for any such work.

3.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 3 apply only in situations where each of the following is met:

3.5.1 it is technically feasible, including that network reliability and security would not be impaired;

3.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;

3.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;

3.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network; and

3.5.5 CLEC is

3.5.5.1 unable to make the combination itself; or

3.5.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 3.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.

3.6 For purposes of Section 3.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation:

3.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

3.6.2 for **PACIFIC** only, within an Adjacent Location arrangement (if provided for in the Agreement).

3.7 Section 3.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 3.5.5 with respect to any request for a combination involving UNEs.

3.8 Nothing in this Appendix or the Agreement shall impose any obligation on **SBC-13STATE** to provide UNEs, combinations of UNEs, or combinations of UNE(s) and CLEC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.*, and to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:

3.8.1 The UNE combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000));

3.8.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other SBC-13STATE offerings with the exception of tariffed Collocation services;

3.8.3 **SBC-13STATE** need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

4. RESERVATION OF RIGHTS

4.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on May 24, 2002, the United States District Court for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98 (collectively the "Orders"). By entering into this Agreement which makes available

certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to such Orders**,** including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order 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 effective date of the order, 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.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 The provisions of this Appendix are all legitimately related to each other and to the UNE rates, terms and conditions in the Agreement, and shall be subject to all other rates, terms and conditions contained in the Agreement which are legitimately related to this Appendix. Without limiting the general applicability of the foregoing, the following terms and conditions of the Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

SCHEDULE - UNE COMBINATIONS
(Michigan)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port

2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

FURTHER AMENDMENT TO AMENDMENT
Superseding Certain Compensation, Interconnection and Trunking Provisions

This Further Amendment to Amendment Superseding Certain Compensation, Interconnection and Trunking Provision ("Further Amendment") dated this _____ day of _____ 2003, by and between Michigan Bell Telephone Company d/b/a SBC Michigan[1] and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter individually referred to as "SBC ILEC" and collectively referred to as "SBC ILEC") and ICG Telecom Group, Inc. ("ICG"). SBC ILEC and ICG shall be referred to collectively as the "Parties."

1. The Parties further acknowledge that they executed an Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Amendment") and such amendment is now expressly being revised and superceded by this Further Amendment. Any inconsistencies between the provisions of this Further Amendment and the provisions of the current or future Interconnection Agreements (whether arbitrated, negotiated or otherwise) and any amendments thereto will be governed by the provisions of this Further Amendment, unless this Further Amendment is expressly superseded by a future amendment between the Parties.

2. During the period June 1, 2003 through May 31, 2004, neither of the Parties will seek directly or indirectly to obtain alternate terms and conditions to those stated herein. ICG hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Further Amendment. This waiver includes, but is not limited to any sale of ICG's assets, in which case ICG shall obtain the purchaser's agreement to be bound by the reciprocal compensation terms and conditions set forth herein. During the period June 1, 2003 through May 31, 2004, and except as stated in 3.1(b), the Parties waive any rights they may have under the Intervening/Change of Law provisions with respect to any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Further Amendment.

3. In order to qualify for receipt of the reciprocal compensation rates provided in this Further Amendment, ICG must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 3.1 through 3.4.

   3.1 ICG will exert commercially reasonable efforts in each SBC ILEC state to establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG).

[1] Michigan Bell Telephone Company, f/k/a Ameritech Michigan, is now doing business in Michigan as SBC Michigan.

(a) In California and Illinois, the Parties agree that this section is satisfied if a physical POI is established within 15 miles, plus or minus five percent, of the Vertical and Horizontal coordinate of each SBC ILEC rate center where ICG has established a working telephone number local to that rate center.

(b) The Parties agree that the Waiver of Change of Law/Intervening Law rights does not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment.

(c) To the extent permitted by law or by the underlying Interconnection Agreement, ICG may establish a physical POI by obtaining dedicated services or facilities from SWBT or from a third party, or by provisioning such services or facilities for itself.

(d) The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in subsection (c) above are provided by SWBT, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable Interconnection Agreement, regardless of the time limits contained therein.

3.1.1 Compliance with the provisions of Section 3.1 shall be on a local calling area by local calling area basis. This means that ICG's eligibility to receive reciprocal compensation shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Section 3.1.

3.2 During the first six months of an interconnection, ICG may order, and SBC ILEC will provide, sufficient dedicated services or facilities as referenced in Section 3.1 to the nearest existing ICG POI in the LATA. SBC ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the ICG POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing Interconnection Agreement. Trunking services or facilities will be established prior to exchanging live traffic. If ICG has not established a physical POI through its own or a third parties' facilities, SBC ILEC shall thereafter be entitled to bill for its dedicated interconnection facilities used in the carriage of such traffic from the rate center where the calling party physically resides to the POI designated in section 3.2, or as otherwise mutually agreed.

3.3 Parties agree to abide by SBC ILEC's trunk engineering/administration guidelines as stated in the Interconnection Agreement.

3.3.1 When interconnecting at SWBT's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

3.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

3.3.3 The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The parties agree the existing architecture may remain in place and be augmented for growth as needed. The parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Mid-Span Fiber Meet architecture as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SWBT agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

3.4 ICG will exert reasonable commercial efforts to achieve and maintain a network architecture within a tandem serving area such that Direct End Office Trunking (DEOT) does not fall below 70% for two consecutive months.

3.5 To the extent ICG has not achieved the POI and DEOT criteria identified in sections 3.1 and 3.4 for interconnections existing as of effective date of Amendment, ICG will be subject to the charges for the facilities described in Section 3.2.

3.6 For new interconnections, ICG will achieve the POI and DEOT criteria identified in sections 3.1 and 3.4 no later than six (6) months after the parties first exchange traffic for each new interconnection arrangement

3.7 Under any circumstances, ICG will not be penalized for non-compliance with the POI and DEOT criteria if such non-compliance results from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).

3.7.1 Establishing a New POI in an Existing Local Calling Area. ICG will notify the applicable SBC ILEC of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month period by letter to the SBC ILEC Account Manager for ICG. This 90 day notice is intended to give both parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.

3.7.2 Establishing a POI in a New Local Calling Area. ICG will notify its SBC ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.

4. Compensable Traffic:

4.1 Compensable traffic includes local and transited traffic, intraLATA toll and optional EAS traffic (where applicable) as well as traffic that originates on the network of one party and terminates to an Internet Service Provider on the other party's network.

4.2 If ICG designates different rating and routing points such that traffic that originates in one rate center is carried by SWBT to a routing point designated by ICG in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

4.3 InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

4.4 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

4.5 Compensation for SBC ILEC-transited MOU will be governed by the interconnection agreement.

4.6 SBC ILEC and ICG agree to disagree on the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this Further Amendment, and reserve the right to raise the matter under the Dispute Resolution provisions in

this or any future Interconnection Agreements between the parties through May 31, 2004. The Parties further agree that this Further Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under sec. 252, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

5. Total Compensable Local Traffic (TCLT)

5.1 Local, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine Total Compensable Local Traffic and the balance of traffic between the Parties.

5.2 IntraLATA toll and transited MOU will be excluded from these calculations.

5.2.1 Subject to applicable confidentiality guidelines, SBC ILEC and ICG will cooperate to identify transiting traffic; originators of such transiting traffic; and information useful for settlement purposes with such transit traffic originators.

5.2.2 SBC ILEC and ICG agree to explore additional options for management and accounting of transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.2.3 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

5.3 The compensation structure and rates set forth in this Further Amendment shall apply symmetrically for traffic terminated on either party's network.

6. Intentionally Omitted.

7. Beginning June 1, 2003, and running through May 31, 2004, all TLCT will be exchanged in all states at the rate of $.0005 per MOU, such rate shall applied symmetrically for all traffic terminated on either Party's network.

8. The Parties continue to disagree as to whether ISP calls constitute local traffic subject to Reciprocal Compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that

SBC ILEC' s payments to ICG under the Further Amendment shall not be construed as agreement by SBC ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations.

9. This Further Amendment contains provisions that have been negotiated as part of an entire agreement and integrated with each other in such a manner that each provision is material to every other provision. By entering into this Further Amendment, SBC ILEC neither agree that they are obligated to permit, nor waives their rights to contend that they are not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

10. Except as specifically modified by this Further Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

12. The terms contained in this Further Amendment, which are incorporated into this Further Amendment by this reference, constitute the entire Further Amendment to this Interconnection Agreement, and shall be interpreted solely in accordance with their own terms.

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

ICG Telecom Group, Inc.	**Michigan Bell Telephone Company d/b/a SBC Michigan, by SBC Telecommunications, Inc., its authorized agent**
Signature:_____	Signature:_____
Name:_____ (Print or Type)	Name:_____
Title:_____ (Print or Type)	Title: For/ President - Industry Markets
Date:_____	Date:_____

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN AND ICG TELECOM GROUP, INC.

Michigan Bell Telephone Company[1] d/b/a SBC Michigan, as the Incumbent Local Exchange Carrier in Michigan, (hereafter, "ILEC" or "SBC Michigan") and ICG Telecom Group, Inc. 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 and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report

and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"); provided, however, nothing in this paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Parties' Settlement Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from June 01, 2003 through May 31, 2004 Notwithstanding anything to the contrary in this Agreement and this Amendment, and in addition to reserving their other rights, except to the extent that **SBC-**MICHIGAN has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-MICHIGAN state in which this Agreement is effective, and incorporated rates, terms and conditions of the FCC Plan into this Agreement, these rights also include but are not limited to SBC-MICHIGAN's right to exercise its option at any time to adopt on a date specified by SBC-MICHIGAN the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement (except as otherwise provided in the Superseding Amendment during the term of that Amendment for the time period of June 01, 2003 through May 31, 2004). To the extent that SBC-MICHIGAN has adopted or adopts the FCC Plan in Michigan in which this Agreement is effective, the Parties understand and agree that effective June 01, 2004, the day after expiration of the Parties' Superseding Amendment, all ISP-bound traffic shall be subject to the FCC Plan, which is incorporated herein by this reference, and which shall apply between the Parties for the remaining duration of the Agreement. Notwithstanding the automatic application of the FCC Plan to this Agreement as of June 01, 2004 in any SBC-MICHIGAN state in which SBC-MICHIGAN has adopted or adopts the FCC Plan, the Parties agree that on or before August 31, 2003, they shall commence negotiating the conforming language necessary to reflect the specific FCC Plan rates, terms and conditions that shall apply between the Parties under this Agreement as of June 01, 2004. The resulting conforming language shall reflect that as of June 01, 2004, the FCC Plan shall apply to ISP bound traffic for the remaining duration of the Agreement. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-MICHIGAN shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2004, by SBC Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

ICG Telecom Group, Inc.

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

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

Signature: _____

Name: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This MPSC September 21, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC Michigan")[1] and ICG Telecom Group, Inc. ("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

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[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

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structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting CLEC, following the date the MPSC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended*, MPSC Case No. U-14305, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

ICG Telecom Group, Inc.	**Michigan Bell Telephone Company d/b/a SBC Michigan by SBC Operations, Inc. its authorized agent**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: *For/* President – Industry Markets & Diversified Businesses
Date: _____	Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

SBC MICHIGAN RATES PER ORDER IN CASE NO. U-13531

ATTACHMENT A – EXHIBIT A PRICE SCHEDULE

EFFECTIVE NOVEMBER 6, 2004

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Unbundled Loops			
2W Analog Basic - Access Area A	$ 9.13		
2W Analog Basic - Access Area B	$ 10.77		
2W Analog Basic - Access Area C	$ 14.20		
2W Analog PBX Grd Start - Access Area A	$ 9.26		
2W Analog PBX Grd Start - Access Area B	$ 11.05		
2W Analog PBX Grd Start - Access Area C	$ 14.47		
2W Analog COPTS Coin - Access Area A	$ 9.45		
2W Analog COPTS Coin - Access Area B	$ 11.32		
2W Analog COPTS Coin - Access Area C	$ 14.72		
2W Analog EKL - Access Area A	$ 10.35		
2W Analog EKL - Access Area B	$ 12.57		
2W Analog EKL - Access Area C	$ 15.88		
4W Analog - Access Area A	$ 21.83		
4W Analog - Access Area B	$ 26.66		
4W Analog - Access Area C	$ 33.16		
DIGITAL			
2W Digital ISDN-BRI - Access Area A	$ 12.66		
2W Digital ISDN-BRI - Access Area B	$ 16.22		
2W Digital ISDN-BRI - Access Area C	$ 19.93		
4W Digital - Access Area A	$ 40.65		
4W Digital - Access Area B	$ 44.01		
4W Digital - Access Area C	$ 51.71		
DS3 Loop - Access Area A	$ 321.94		
DS3 Loop - Access Area B	$ 379.38		
DS3 Loop - Access Area C	$ 479.37		
xDSL Capable loops			
PSD 1-5 and 7			
2W ADSL/HDSL Compatible - Access Area A	$ 9.51		
2W ADSL/HDSL Compatible - Access Area B	$ 11.42		
2W ADSL/HDSL Compatible - Access Area C	$ 17.02		
PSD 3			
4W HDSL Compatible - Access Area A	$ 17.51		
4W HDSL Compatible - Access Area B	$ 20.96		
4W HDSL Compatible - Access Area C	$ 32.35		
IDSL-Loops			
IDSL Loop Access Area A - Metro	$ 12.66		
IDSL Loop Access Area B - Suburban	$ 16.22		
IDSL Loop Access Area C - Rural	$ 19.93		
High Frequency Portion of the Loop			
HFPL Loop - Access Area A	$ 4.75		
HFPL Loop - Access Area B	$ 5.71		
HFPL Loop - Access Area C	$ 8.51		
OSS Modification	$ -		
Cross Connect Configuration - Company Owned	$ 0.45	$ 11.46	$ 11.46
Cross Connect Configuration - CLEC Owned		$ 11.46	$ 11.46
Cross Connect Configuration - CLEC Owned - Non-Integrated	$ 0.45		
Company-Owned Splitter - Line at a time	$ 1.33		
Company-Owned Splitter - Shelf at a time			
HFPL Service Order Charges			
Installation		$ 3.62	$ 1.77
Subsequent		$ 3.46	$ -
Record Order		$ 2.13	$ -
Loop NRC			
Service Ordering Charge - Analog Loops - Intitial - 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	SBC Michigan	
		Non-Recurring	
	Recurring	Connect	Disconnect
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		$ -	$ -
Records Issue Date		$ -	$ -
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		$ 0.26	$ -
Digital DS1		$ 0.55	$ -
Digital DS3		$ 0.55	$ -
Subloops			
MDF to ECS subloop charge 2-Wire Analog Area A (Metro)	$ 6.98		
MDF to ECS subloop charge 2-Wire Analog Area B (Suburban)	$ 6.85		
MDF to ECS subloop charge 2-Wire Analog Area C (Rural)	$ 7.54		
MDF to SAI subloop charge 2-Wire Analog Area A (Metro)	$ 5.06		
MDF to SAI subloop charge 2-Wire Analog Area B (Suburban)	$ 5.86		
MDF to SAI subloop charge 2-Wire Analog Area C (Rural)	$ 6.08		
MDF to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 7.46		
MDF to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 8.96		
MDF to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 12.16		
ECS to SAI subloop charge 2-Wire Analog Area A (Metro)	$ 1.10		
ECS to SAI subloop charge 2-Wire Analog Area B (Suburban)	$ 1.04		
ECS to SAI subloop charge 2-Wire Analog Area C (Rural)	$ 1.10		
ECS to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 3.50		
ECS to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 4.14		
ECS to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 7.17		
ECS to NID subloop charge 2-Wire Analog Area A (Metro)	$ 5.17		
ECS to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 5.95		
ECS to NID subloop charge 2-Wire Analog Area C (Rural)	$ 9.21		
SAI to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 2.90		
SAI to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 3.55		
SAI to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 6.55		
SAI to NID subloop charge 2-Wire Analog Area A (Metro)	$ 4.57		
SAI to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 5.35		
SAI to NID subloop charge 2-Wire Analog Area C (Rural)	$ 8.59		
Terminal to NID subloop charge 2-Wire Analog Area A (Metro)	$ 2.13		
Terminal to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 2.28		
Terminal to NID subloop charge 2-Wire Analog Area C (Rural)	$ 2.56		
MDF to ECS subloop charge 4-Wire Analog Area A (Metro)	$ 28.02		
MDF to ECS subloop charge 4-Wire Analog Area B (Suburban)	$ 26.45		
MDF to ECS subloop charge 4-Wire Analog Area C (Rural)	$ 27.69		
MDF to SAI subloop charge 4-Wire Analog Area A (Metro)	$ 15.96		
MDF to SAI subloop charge 4-Wire Analog Area B (Suburban)	$ 19.54		
MDF to SAI subloop charge 4-Wire Analog Area C (Rural)	$ 19.80		
MDF to Terminal subloop charge 4-Wire Analog Area A (Metro)	$ 20.18		
MDF to Terminal subloop charge 4-Wire Analog Area B (Suburban)	$ 25.04		
MDF to Terminal subloop charge 4-Wire Analog Area C (Rural)	$ 31.08		

	SBC MI	SBC Michigan Non-Recurring	
	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 Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Terminal to NID subloop charge 4-Wire DSL Area B (Suburban)	$ 2.29		
Terminal to NID subloop charge 4-Wire DSL Area C (Rural)	$ 2.78		
MDF to ECS Subloop Charge 2-Wire ISDN Area A (Metro)	$ 16.21		
MDF to ECS Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 16.32		
MDF to ECS Subloop Charge 2-Wire ISDN Area C (Rural)	$ 18.10		
MDF to SAI subloop charge 2-Wire ISDN Area A (Metro)	$ 8.86		
MDF to SAI Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 11.65		
MDF to SAI Subloop Charge 2-Wire ISDN Area C (Rural)	$ 12.45		
MDF to Terminal subloop charge 2-Wire ISDN Area A (Metro)	$ 11.10		
MDF to Terminal Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 14.54		
MDF to Terminal Subloop Charge 2-Wire ISDN Area C (Rural)	$ 18.05		
MDF to RT Subloop Charge 4-Wire DS1 Area A (Metro)	$ 63.61		
MDF to RT Subloop Charge 4-Wire DS1 Area B (Suburban)	$ 65.75		
MDF to RT Subloop Charge 4-Wire DS1 Area C (Rural)	$ 69.25		
MDF to RT Subloop Charge-DS3 Area A (Metro)	$ 320.21		
MDF to RT Subloop Charge-DS3 Area B (Suburban)	$ 374.10		
MDF to RT Subloop Charge-DS3 Area C (Rural)	$ 467.37		
Sub-Loop Non-Recurring Charges			
Service Order Charge			
Establish, per occasion		$ 3.62	$ 2.13
Add or change, per occasion		$ 3.54	$ -
Provisioning			
2-wire Analog		$ 20.20	$ 6.71
4-wire Analog		$ 20.20	$ 6.71
2-wire DSL		$ 20.20	$ 6.71
4-wire DSL		$ 20.20	$ 6.71
2-wire ISDN		$ 20.20	$ 6.71
2-wire DS1		$ 146.76	$ 52.02
DS3		$ 162.48	$ 64.68
Loop Qualification			
Manual Loop Qualification		$ -	
Mechanized Loop Qualification		$ -	
Loop Conditioning - For Loop Facilties			
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 Facilties			
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	
		Non-Recurring	
	Recurring	Connect	Disconnect
- Restore Load Coil & Bridged Tap		$ -	
- Remove Bridged Tap & Repeater		$ -	
- Restore Bridged Tap & Repeater		$ -	
Unbundled Local Switching (ULS) (Stand-Alone)			
ULS Switch Usage (over 1,622 MOU), per MOU or fraction thereof	$ 0.000017		
Unbundled Local Switching (Stand Alone)			
Basic Line Port	$ 3.46	$ 13.63	$ 7.60
Ground Start Line Port	$ 3.46	$ 13.63	$ 7.60
ISDN-Direct Port	$ 6.66	$ 46.68	$ 24.97
per Telephone Number	$ -		
DID Trunk Port	$ 16.92	$ 39.03	$ 22.44
per Telephone Number	$ -		
DID Trunk Port-add/rearrange each termination	$ -	$ 16.08	$ -
ISDN Prime Trunk Port	$ 127.87	$ 79.61	$ 42.52
per Telephone Number	$ -		
ISDN Prime Trunk Port-add/rearrange channels	$ -	$ 16.08	$ -
Digital Trunking Trunk Port (DS1)	$ 92.02	$ 57.33	$ 24.97
Unbundled Local Switching (ULS) Trunk Port	$ 92.02	$ 106.37	$ 84.41
Centrex Basic Line Port	$ 3.46	$ 13.63	$ 7.60
Centrex ISDN Line Port	$ 6.66	$ 46.68	$ 24.97
Centrex EKL Line Port	$ 4.85	$ 46.68	$ 24.97
Centrex Attendant Console Line Port	$ 7.98	$ 46.68	$ 24.97
Conversion Charge, per Order (change from one type of line-port to another)		$ 0.15	$ -
Provisioning of message detail per record	$ 0.000383		
Port Feature Add / Change Translation Charge			
Initial (1st) feature per port, per order			
Basic		$ 0.10	$ 0.10
Ground Start / PBX		$ 0.08	$ 0.08
ISDN Direct		$ 0.14	$ 0.14
DID Trunk		$ -	$ -
ISDN Prime		$ 13.07	$ 12.68
Digital Trunking		$ 8.25	$ 8.25
ULS Trunk		$ 8.25	$ 8.25
Cancellation or Change (Provisioning) Charge per last critical date reached			
BASIC LINE PORT			
Service Order Portion to be applied to each critical date below		$ 0.26	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ 17.09	
Plant Test Date		$ 17.09	
Complex Line Port			
Service Order Portion to be applied to each critical date below		$ 3.38	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ 6.30	
Plant Test Date		$ 20.29	
Cancellation or Change (Provisioning) Charge per last critical date reached			
(continued)			
DS1 Trunk Port			
Service Order Portion to be applied to each critical date below		$ 3.38	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ 13.74	
Plant Test Date		$ 179.75	
New Line Class Code			
Translations: writing, accepting, and testing		$ 246.09	
Plant Test Date		$ 259.04	
New Network Routing			
Translations: writing, accepting, and testing		$ 28.06	
Plant Test Date		$ 28.06	
Due date change charge per order per occasion			
Basic Line Port		$ 3.46	
Trunk Port		$ 0.76	
Complex Line Port		$ 0.76	

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Unbundled Tandem Switch Trunk Port (DS1)			
Initial Charge (per DS1)		$ 120.08	$ 21.97
DS1 Tandem Trunk Port Change - per port		$ 16.08	
Service Charge per order		$ 52.70	$ 1.75
Cancellation or Change Service Charge per last critical date reached			
DS1 Tandem Trunk Port			
Service Order Portion to be applied to each critical date below		$ 2.06	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ -	
Plant Test Date		$ 43.59	
Tandem Trunk Port Due Date Change Charge, per order per occasion		$ 0.57	
ULS-ST Usage rates PER MOU			
ULS Switch Usage per MOU (for ULS-ST)	$ -		
ULS-ST Blended Transport Usage	$ 0.001321		
ULS-ST Common Transport Usage	$ 0.000831		
ULS-ST Tandem Switching Usage	$ 0.000198		
ULS-ST Reciprocal Compensation - Setup	$ -		
ULS-ST Reciprocal Compensation - MOU	$ -		
ULS-ST SS7 Signaling Transport	$ 0.000969		
Stand -Alone ULS and ULS-ST Service Coordination Fee - Per carrier bill, per switch	$ 5.39		
Unbundled Tandem Switch Trunk Port (DS1)			
Usage (without tandem trunk ports) per mou	$ 0.000238		
Cross-Connects			
2-Wire	$ 0.13		
4-Wire	$ 0.27		
6-Wire	$ 0.40		
8-Wire	$ 0.54		
DS1	$ 16.46		
DS3	N/A		
OC-3	$ 1.05		
OC-12	$ 1.05		
OC-48	$ 1.05		
Centrex System Charges.			
Centrex Common Block Establishment, each		$ 91.75	$ 71.17
Centrex System Features Change or Rearrangement, per feature, per occasion		$ 72.98	$ -
Centrex System Feature Activation, per feature, per occasion		$ 42.12	$ 74.11
Service Ordering Charges			
Service Ordering - Initial - Basic Port		$ 3.46	$ 1.77
Service Ordering - Initial - Complex Port		$ 34.49	$ 8.60
Service Ordering - Initial - ULS Trunk Port		$ 73.38	$ 1.75
Service Ordering - Record Order - Basic Port		$ 2.13	$ -
Service Ordering - Record Order - Complex Port		$ 2.13	$ -
Service Ordering - Record Order - ULS Trunk Port		$ 2.13	$ -
Service Ordering - Subsequent - Basic Port		$ 3.65	$ -
Service Ordering - Subsequent - Complex Port		$ 5.04	$ -
Service Ordering - Subsequent - ULS Trunk Port		$ 5.04	$ -
ULS Billing Establishment, per carrier (6/7/2002 replaces rate element ULS Billing Est., per carrier, per switch)		$ 2,263.71	
Custom Routing			
Custom Routing, via LCC - New LCC, per LCC, per switch		$ 259.04	$ -
Custom Routing, via LCC - New Network Routing, per route, per switch		$ 28.09	$ 27.58
Custom Routing, via AIN, of OS / DA per route, per switch		$ 28.09	$ 28.09
UNE - P Service Order NRC Charge			
POTS Electronic		$ 0.40	$ 0.18
POTS Manual		$ 23.16	$ 11.37
Non-POTS Electronic		$ 39.30	$ 1.39
Non-POTS Manual		$ 42.98	$ 15.14
New UNE-P Port Connection/Disconnection			
Basic Line Port		$ 0.14	$ 0.14
Ground Start Line Port		$ 0.14	$ 0.14
ISDN-Direct Port		$ 7.57	$ 7.57
DID Trunk Port		$ 17.95	$ 13.12

	SBC MI	SBC Michigan Non-Recurring	
	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			
Database Query Using Ameritech Provided Facilities			
800DB Call-Routing Query	$ 0.000956		
800DB Routing Options Query	$ 0.000039		
Local STP Database Query Utilizing Carrier Provided			
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		
Regional STP Database Query Utilizing Carrier Provided Facilities			
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 Recurring	SBC Michigan 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	
		Non-Recurring	
	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	
		Non-Recurring	
	Recurring	Connect	Disconnect
RECIPROCAL COMPENSATION			
End Office Local Termination			
Set up charge, per call	$ 0.000622		
Duration charge, per MOU	$ 0.000521		
Tandem Switching			
Set up charge, per call	$ 0.000322		
Duration charge, per MOU	$ 0.000337		
Tandem Transport Termination			
Set up charge, per call	$ 0.000077		
Duration charge, per MOU	$ 0.000081		
Tandem Transport Facility per MOU, per Mile	$ 0.000001		
TRANSIT SERVICE			
Tandem Switching			
per minute of use	$ 0.000309		
Tandem Termination			
per minute of use	$ 0.000105		
Tandem Facility			
per minute of use	$ 0.000040		
Special Access to UNE Loop and Transport			
Project Administrative Charge, per service order		$ 4.30	
Channelized DS3 - Design & Coordination (with mileage)		$ 4.42	
Channelized DS3 - Demarcation Re-tag (with mileage)		$ -	
Channelized DS1 - Design & Coordination (with mileage)		$ 4.34	
Channelized DS1 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS3 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS1 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS0 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (with mileage)		$ -	
Channelized DS3 - Design & Coordination (without mileage)		$ 4.52	
Channelized DS3 - Demarcation Re-tag (without mileage)		$ -	
Channelized DS1 - Design & Coordination (without mileage)		$ 4.34	
Channelized DS1 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS3 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS1 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS0 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (without mileage)		$ -	
Enhanced Extended Loop (EEL)			
Note: EELs will be equal to sum of the rates associated with the individual unbundled network elements comprising			
the EEL. The rates will be based on the rates for the unbundled loop and the unbundled dedicated transport that			
comprise the EEL, and any unbundled multiplexing and unbundled clear channel capability as requested or required.			
Following is a list of EELs available under this Price Schedule:			
2-Wire Analog Loop to DS1 Dedicated Transport facilities			
2-Wire Analog Loop to DS3 Dedicated Transport facilities			
4-Wire Analog Loop to DS1 Dedicated Transport facilities			
4-Wire Analog Loop to DS3 Dedicated Transport facilities			
2-Wire Digital Loop to DS1 Dedicated Transport facilities			
2-Wire Digital Loop to DS3 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS1 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS3 Dedicated Transport facilities			
Resale			*
Resale Discount	16.62%		

	SBC MI	SBC Michigan Non-Recurring	
	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	
		Connect	Disconnect
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	SBC Michigan	
		Non-Recurring	
	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 ICG TELECOM GROUP, INC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC") and ICG Telecom Group, Inc ("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 3/12/2003 (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 28th day of December, 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.

ICG Telecom Group, Inc

By: _____

Name: Robert Schmiedeler
(Print or Type)

Title: CFO
(Print or Type)

Date: 12/14/05

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

By: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director - Regulatory

Date: DEC 28 2005

FACILITIES-BASED OCN # 0054

ACNA ICG

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 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 transport[1];
(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 DS1circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
(ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
(iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
(iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
(v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.4 of this Attachment;
(vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
(vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:

(A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or

(B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.

(C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.

6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk (e.g., entrance facility) meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk (e.g., entrance facility).

6.3.6 [Intentionally left blank]

6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale

services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing SBC written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL

6.3.8 SBC may audit CLEC's compliance with service eligibility criteria as defined in Section 6.3.2 ("Eligibility Criteria") by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Michigan with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Michigan.

6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELs for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seeks to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.

6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.

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

6.3.8.4 SBC shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the Michigan Commission. Prior to bringing a dispute to the Michigan Commission under this section, however, CLEC shall provide notice of the dispute to SBC so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the Michigan Commission until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC

beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria , in whole or in part, began. CLEC shall submit orders to SBC to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 45 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Michigan Commission within such 45-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which the High-Cap EEL does not meet the criteria for that High-Cap EEL Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.

6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse SBC for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse SBC in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Seciton 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

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

CENTURYLINK COMMUNICATIONS, LLC

Signature: eSigned - Gary Black

Name: eSigned - Gary Black
(Print or Type)

Title: VP-Carrier Relations
(Print or Type)

Date: 17 Dec 2019

CenturyLink Communications, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 17 Dec 2019

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	7560,1210,8840	256C,6138,256C	7949,256C,1210,6138

Description	ACNA Code(s)
ACNA(s)	DTI,ENY,LGT,KMM

AMENDMENT TO THE AGREEMENT BETWEEN CENTURYLINK COMMUNICATIONS, LLC AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This amendment ("Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CLEC or CenturyLink"). 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"), Interconnection Agreement approved January 20, 2011, and as subsequently amended ("Agreement"); and

WHEREAS, Qwest Communications Company, LLC has changed its name to "CenturyLink Communications, LLC" and wishes to reflect that name change as set forth herein; and

WHEREAS, CenturyTel Acquisition, LLC has merged into CenturyLink Communications, LLC and wishes to terminate the Interconnection Agreement between AT&T and CenturyTel Acquisition, LLC approved March 21, 2007; and

WHEREAS, CenturyTel Fiber Company II, LLC has merged into CenturyLink Communications, LLC and wishes to terminate the Interconnection Agreement between AT&T and CenturyTel Fiber Company II, LLC approved February 24, 2005; and

WHEREAS, CenturyTel Solutions, LLC has merged into CenturyLink Communications, LLC and wishes to terminate the Interconnection Agreement between AT&T and CenturyTel Solutions, LLC approved April 16, 2002; and

WHEREAS, CenturyLink seeks to add the ACNAs DTI, ENY and KMM and OCNs 256C, 1210, 8840 and 6138 to this agreement; and

WHEREAS, CenturyLink represents that it has registered these ACNAs with iconectiv; 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 modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016; and

WHEREAS, the Parties desire to add Section 30.25 to Article XXX; and

WHEREAS, the Parties desire to replace Section 30.10 of Article XXX.

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 – Operator Services and Directory Assistance (f/k/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. The Agreement is hereby amended to reflect the name change from "Qwest Communications Company, LLC" ("Qwest") to "CenturyLink Communications, LLC".

3. AT&T shall reflect that name change from "Qwest Communications Company, LLC" to "CenturyLink Communications, LLC" only for the main billing account (header card) for each of the accounts previously billed to Qwest. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the

Agreement. Without limiting the foregoing, CenturyLink affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Qwest with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

4. Once this Amendment is effective, CenturyLink shall operate with AT&T under the "CenturyLink Communications, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under CenturyLink, and labeling (including re-labeling) equipment and facilities with CenturyLink. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. For avoidance of doubt, CenturyLink shall be responsible for all charges previously assessed against "Qwest Communications Company, LLC", "CenturyTel Acquisition, Inc.", "CenturyTel Fiber Company II, LLC", and "CenturyTel Solutions, LLC" ACNAs and OCNs prior to the Effective Date of this Amendment and shall also be responsible for all AT&T charges associated with the Wholesale Services, including such Wholesale Services associated with ACNAs LGT, DTI, ENY and KMM and OCNs 7560, 7949, 256C, 1210, 8840 and 6138 starting on and continuing after the Effective Date.

6. The Parties agree to add the following company codes to the Agreement.

   ACNAs "DTI, ENY, KMM"

   OCNs "256C, 1210, 8840, 6138"

7. The Parties agree to terminate the Interconnection Agreements between AT&T and CenturyTel Acquisition, LLC approved March 21, 2007, CenturyTel Fiber Company II, LLC approved February 24, 2005 and CenturyTel Solutions, LLC approved April 16, 2002 upon the Effective Date of this Amendment.

8. **Intercarrier Compensation**

   8.1. 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 state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

9. **Forbearance**

   9.1. 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.

10. **Customer Information Services (CIS)**

    10.1. With the exception of 10.3 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.

    10.2. Add Attachment - 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.

    10.3. **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.

11. The Parties agree to add the following language as Section 30.25 to Article XXX of the Agreement.

30.25 Joint and Several Liability

30.25.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

12. The Parties agree to replace Section 30.10 of Article XXX of the Agreement with the following language:

30.10. Notices

30.10.1 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:

30.10.1.1 delivered by electronic mail (email).

30.10.1.2 delivered by facsimile.

30.10.2 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:

30.10.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 30.10.4 below.

30.10.2.2 delivered by facsimile provided CLEC has provided such information in Section 30.10.4 below.

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

30.10.3.1 the date of actual receipt.

30.10.3.2 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.

30.10.3.3 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.

30.10.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	CenturyLink Communications, LLC Attn: CenturyLink Law Department– C/O Wholesale Interconnection
STREET ADDRESS	931 14th Street (9th FL)
CITY, STATE, ZIP CODE	Denver, CO 80202
PHONE NUMBER*	(303) 992-5764
FACSIMILE NUMBER	(303)383-8553
EMAIL ADDRESS	Jeff.Nodland@CenturyLink.com and Legal.Interconnection@CenturyLink.com

Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gary Black, Jr. VP-Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd.
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	gary.blackjr@level3.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

30.10.5 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 30.10. 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.

30.10.6 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 30.10 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

30.10.6.1 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.

30.10.6.2 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.

30.10.7 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.

13. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

14. 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.

15. 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.

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

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

18. 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.

19. 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)**

TABLE OF CONTENTS

Section		Page Number
1.0	Introduction	3
2.0	Definitions	3
3.0	Operator Services (OS) / Directory Assistance (DA)	4
4.0	Listings	7
5.0	General Conditions for Operator Services (OS), Directory Assistance (DA)	9
6.0	Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services	9

1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE**.**

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the

requested number is completed.

3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.4 Where Consolidated Reference Rater (“CRR”) is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.2.1 CLEC shall submit disconnect order(s) for all directory listings, when CLEC ceases to be the service provider for an end-user, i.e., when a telephone number is disconnected or ported away from CLEC. AT&T will continue to bill CLEC for directory listings, until CLEC issues disconnect orders to AT&T, when a telephone number is disconnected or ported away from CLEC. This section 4.2.2.1 applies to all situations in which a telephone number is disconnected or ported away from CLEC, including when the telephone number is ported away from CLEC to an AT&T ILEC, including when the AT&T ILEC is providing VOIP services. Further, this section 4.2.2.1 applies to all types of directory listings, i.e., non-listed, non-published, additional listing, foreign listing, etc.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.

4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

4.2.7 Breach of Contract:

4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		$0.00			MOU
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					$ 1,800.00	$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call	XPU	OPEN		$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					$800.00	$800.00	per trunk group
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$ 0.03	NA	NA	per work second
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					$ 0.040	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale
	MI	Physical Collocation	Applicable to Cageless Physical Collocation Only - COBO per Initial bay-50%	XN6EB	1ZZ7G			$ 11,493.97		
	MI	Physical Collocation	Applicable to Cageless Physical Collocation Only - COBO per Initial bay-25%	XN6EB	1ZZ7H			$ 5,746.99		
	MI	Physical Collocation	Applicable to Cageless Physical Collocation Only - COBO ea addl bay-50%	XN6EB	1ZZ7L			$ 1,952.65		
	MI	Physical Collocation	Applicable to Cageless Physical Collocation Only - COBO ea addl bay-25%	XN6EB	1ZZ7M			$ 976.33		
	MI	Physical Collocation	Applicable to Cageless Physical Collocation Only - CO Floor Space/bay	XN6EB	1ZZ7U		$ 39.88			
	MI	Physical Collocation	Applicable to All Physical Collocation Offerings - Power Delivery/Power lead	XPGEB XN6EB XS6EB	1ZZKC			$ 751.63		
	MI	Physical Collocation	Applicable to All Physical & Virtual Collocation Offerings - Power Consumption/Fuse Amp	XPGEB XN6EB XS6EB XVGEB	1ZZKB		$ 5.73			

PRICING SHEETS
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
	MI	Physical Collocation	Applicable to All Physical & Virtual Collocation Offerings - Digital Cross-Connect Panel(DSX3)/DS3 term	XPGEB XN6EB XS6EB XVGEB	1ZZLC		$ 16.61			
	MI	Physical Collocation	Applicable to All Physical & Virtual Collocation Offerings - Digital Cross-Connect Panel(DSX1)/DS1 panel	XPGEB XN6EB XS6EB XVGEB	1ZZLD		$ 52.04			
	MI	Physical Collocation	Applicable to All Physical & Virtual Collocation Offerings - Optical Cross-Conn panel/OCX Panel segment	XPGEB XN6EB XS6EB XVGEB	1ZZKE		$ 6.25			
	MI	Physical Collocation	Applicable to Virtual Collocation Only -Power Delivery/7' Bay	XVGEB	1ZZKC			$ 751.63		

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGIES GROUP

Signature: eSigned - Gary Black, Jr.

Name: eSigned - Gary Black, Jr.
(Print or Type)

Title: VP- Carrier Relations
(Print or Type)

Date: 12 Apr 2022

CenturyLink Communications, LLC d/b/a Lumen Technologies Group

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 14 Apr 2022

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

AMENDMENT TO THE AGREEMENT BETWEEN CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGIES GROUP 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 CenturyLink Communications, LLC d/b/a Lumen Technologies Group ("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 January 20, 2011 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2017 ("FCC UNE and Resale Forbearance Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief Order"); and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
    a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
        i. to the same End User; and
        ii. at that same End User's existing location;
        iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
    a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:

i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or

ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.

c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.

5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.

ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.

iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.

iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:

i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or

ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any

Digital Loop Embedded Base remaining as of February 8, 2025.

c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.

7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.

   a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

   b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.

   c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.

   a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

   b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS3 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.

   c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and

USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
   i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
   ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.

c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.

11. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service as required by each region. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.

12. The Parties agree to add the following language as Section 33.5 to ARTICLE XXXIII of the Agreement:

    33.5 Data Connection Security Requirements

    33.5.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 13 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

    33.5.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

13. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

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

16. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

17. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

ATTACHMENT 16b – 251(b)(1) RESALE

TABLE OF CONTENTS

Section **Page Number**

1.0 INTRODUCTION....3
2.0 GENERAL PROVISIONS....3
3.0 PRICING AND DISCOUNTS....4
4.0 RESPONSIBILITIES OF PARTIES....4
5.0 BILLING AND PAYMENT OF RATES AND CHARGES....5
6.0 ANCILLARY SERVICES....6
7.0 SUSPENSION OF SERVICE....6

1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC orders from AT&T-21STATE, including Resale Services that were ordered prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that same End User's existing location;

(iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover**,** CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of

the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or

(ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized

agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Rural (Zone C)	MUJ++, EE7LX, UOB++, UOR++	U2QC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Suburban (Zone B)	MUJ++, EE7LX, UOB++, UOR++	U2QB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Metro (Zone A)	MUJ++, EE7LX, UOB++, UOR++	U2QAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Rural (Zone C)	MUJ++, EE7MX, UOB++, UOR++	4U1C1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Suburban (Zone B)	MUJ++, EE7MX, UOB++, UOR++	4U1B1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Metro (Zone A)	MUJ++, EE7MX, UOB++, UOR++	4U1AA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Rural (Zone C)	MUJ++, EE7NX, UOB++, UOR++	U4D3C	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Suburban (Zone B)	MUJ++, EE7NX, UOB++, UOR++	U4D3B	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Metro (Zone A)	MUJ++, EE7NX, UOB++, UOR++	U4D3A	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLA3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLA2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLA1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLC3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLC2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLC1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLB3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLB2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLB1	A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLD3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLD2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLD1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UWRA3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UWRA2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UWRA1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLF3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLF2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLF1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	4SL13	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	4SL12	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	4SL11	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UY5FC	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UY5FB	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UY5FA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Initial	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Disconnect	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9OE	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Subsequent	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Connection	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUC	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Disconnect	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9OG	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop - Record Work Only	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Administration Charge, per order - Install		NR9OH	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Design and CO Connection Charge, per circuit - Install		NR9OK	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Carrier Connection Charge per Termination - Install		NR9ON	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Digital Loop Disconnect Service Order	MUJ++, EE7JX, UOB++, UOR++	NKCQM	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Digital Loop Disconnect, per Loop	MUJ++, EE7JX, UOB++, UOR++	NKCQN	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	MUJ++, EE7LX, UOB++, UOR++	NKCUA	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reachedDesign Layout Report Date	MUJ++, EE7LX, UOB++, UOR++	NR95S	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Records Issue Date	MUJ++, EE7LX, UOB++, UOR++	NR95T	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7LX, UOB++, UOR++	NR95U	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Plant Test Date	MUJ++, EE7LX, UOB++, UOR++	NR95V	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion DS0 Loop	MUJ++, EE7LX, UOB++, UOR++	NR956	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Administration Charge, per order - Install	MUJ++, EE7MX, UOB++, UOR++	NR9OR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Install	MUJ++, EE7MX, UOB++, UOR++	NKCU2	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Administration Charge, per order - Disconnect	MUJ++, EE7MX, UOB++, UOR++	NR9OT	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Disconnect	MUJ++, EE7MX, UOB++, UOR++	NKCU3	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached	MUJ++, EE7MX, UOB++, UOR++	NKCU4	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Design Layout Report Date	MUJ++, EE7MX, UOB++, UOR++	NR95W	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Record Issue Date	MUJ++, EE7MX, UOB++, UOR++	NR95X	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Designed, Verified & Assigned Date	MUJ++, EE7MX, UOB++, UOR++	NR95Y	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Plant Test Date	MUJ++, EE7MX, UOB++, UOR++	NR95Z	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Administration Charge, per order - Install	MUJ++, EE7NX, UOB++, UOR++	NR9OY	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Install	MUJ++, EE7NX, UOB++, UOR++	NKCU5	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Administration Charge, per order - Disconnect	MUJ++, EE7NX, UOB++, UOR++	NR9OZ	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Disconnect	MUJ++, EE7NX, UOB++, UOR++	NKCU6	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached	MUJ++, EE7NX, UOB++, UOR++	NKCU7	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Design Layout Report Date	MUJ++, EE7NX, UOB++, UOR++	NR951	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Record Issue Date	MUJ++, EE7NX, UOB++, UOR++	NR952	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Designed, Verified & Assigned Date	MUJ++, EE7NX, UOB++, UOR++	NR953	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Plant Test Date	MUJ++, EE7NX, UOB++, UOR++	NR954	
7	MI	OPERATIONS SUPPORT SYSTEM	Service Coordination Fee, per central office	MUJ++, UOB++, UOR++	UFE	
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	
13MR-SL	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on Sub Loop	MUJ++, UOB++, UOR++	URCLB	
14	MI	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	MI	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBXV	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBXW	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBXZ	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBNL	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBNK	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBNJ	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	MUJ++, UOB++, UOR++	NRMRJ	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	MUJ++, UOB++, UOR++	NRMRP	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRMRS	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of All bridged tap DSL Loops > 17.5 Kft - per element incremental	MUJ++, UOB++, UOR++	NRMRM	
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SQC	C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop '2-Wire Analog - area A	XHG++, XGG++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop '2-Wire Analog - area B	XHG++, XGG++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7STA	A

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13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7STC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element'2-Wire Analog - area A	XHG++, XGG++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element '2-Wire Analog - area B	XHG++, XGG++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire Analog - area C	XHG++, XGG++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area A	XHK++, XGK++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area B	XHK++, XGK++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area C	XHK++, XGK++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area A	XHW++, XGW++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area B	XHW++, XGW++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area C	XHW++, XGW++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area A	XHY++, XGY++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area B	XHY++, XGY++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area C	XHY++, XGY++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area A	XHQ++, XGQ++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area B	XHQ++, XGQ++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area C	XHQ++, XGQ++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area A	XQ1++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area B	XQ1++		B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area C	XQ1++		C
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Installation, per occasion per location	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	SEPUP	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Disconnect, per occasion per location	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Subsequent, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Record Work, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	NR9UP	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Add or Change, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	REAH9	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Sub-Loop Connection Charge, per termination	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	SEPUC	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Sub-Loop Disconnection Charge, per termination	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire Analog	XHG++, XGG++	UCXE2	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire Analog	XHK++, XGK++	UCXE4	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire DSL	XHW++, XGW++	U7XH2	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire DSL	XHY++, XGY++	U7XH4	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire ISDN	XHQ++, XGQ++	U7XJ2	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire DS1	XQ1++	U7XKX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) DS3	XQ3++	U7XLX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire Analog	XHG++, XGG++	NRMOU	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire Analog	XHK++, XGK++	NRMOV	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire DSL	XHW++, XGW++	NRMOW	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire DSL	XHY++, XGY++	NRMOX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect)2-Wire ISDL	XHQ++, XGQ++	NRMOY	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire DS1	XQ1++	NRMOZ	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) DS3	XQ3++	NRMO1	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Load Coils - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Bridged Tap - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Repeater - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		

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13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Load Coils - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Bridged Tap - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Repeater - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) 2-Wire	MUJ++, UOB++, UOR++	CXCT2	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) 4-Wire	MUJ++, UOB++, UOR++	CXCT4	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS1/LT1	MUJ++, UOB++, UOR++	CXCDX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS3/LT3	MUJ++, UOB++, UOR++	CXCEX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS3 C.O. Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7NX, UK3++	NRBCL	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date below	UB5++, EE7MX, UK1++	NKCUL	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Design Lay Out Report Date	UB5++, EE7MX, UK1++	NR95W	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Records Issue Date	UB5++, EE7MX, UK1++	NR95X	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Designed Verified and Assigned Date	UB5++, EE7MX, UK1++	NR95Y	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Plant Test Date	UB5++, EE7MX, UK1++	NR95Z	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date below	UB5++, EE7NX, UK3++	NKCUM	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Design Lay Out Report Date	UB5++, EE7NX, UK3++	NR951	

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13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Records Issue Date	UB5++, EE7NX, UK3++	NR952	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Designed Verified and Assigned Date	UB5++, EE7NX, UK3++	NR953	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Plant Test Date	UB5++, EE7NX, UK3++	NR954	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge Per Order or Occasion DS1	UB5++, EE7MX, UK1++	NR957	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge Per Order or Occasion DS3	UB5++, EE7NX, UK3++	NR958	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS1 without mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUU	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS1 - Design and Coordination (with Mileage)	UB5++, EE7MX, UK1++, MUJ++	NKCUU	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS1 without mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS1 facility with mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS3 with mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUO	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS3 facility with mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUQ	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-Channelized DS3 Design and Coordination without mileage	UB5++, EE7NX, UK3++, MUJ++	NKCUQ	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS3 without mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUT	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Project administration charge per service order	UB5++, EE7NX, UK3++, MUJ++	NKCUY	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) 'Dark Fiber Interoffice Transport - NRC		NR9D6	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) Interoffice inquiry (Service Order) Charge, per request		NKCUN	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Installation 'Administrative per Order		NRB51	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Installation Dark Fiber Interoffice Transport - NRC		NRB54	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Disconnect 'Administrative per Order		NR9H2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Disconnect 'Dark Fiber Interoffice Transport - NRC		NR9H5	
13	MI	ROUTINE MODIFICATION	Routine Modifications of Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++	N3RUE	
7	MI	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	
13MR-SL	MI	OPERATIONS SUPPORT SYSTEM	Sub-Loops - Maintenance of Service Charge	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	