SBC Companies

Qwest Communications Corporation, Inc. filed a letter requesting an adoption under Section 251/252 of the FTA96 of the Interconnection Agreement between Ameritech and NorthPoint Communications, Inc.

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

Effective date of Agreement	
Termination date of Agreement	December 7, 2001
Notice Information (paragraph #):	29.10

Name:	Brian Pedati
Title:	Senior Manager
Street Address:	4250 Fairfax Dr.
City/State/Zip:	Arlington, VA 22203
Telephone #:	703-363-3480
FAX #:	703-363-5000

Qwest Communications Corporation, Inc.	**SBC Telecommunications, Inc. as agent for Ameritech Ohio**
Signature:	Signature:
Name: (Print or Type)	Name: O. R. Stanley
Title: (Print or Type)	Title: President - Industry Markets
Date: 3-20-01	Date: MAY 25 2001
AECN/OCN#	

EXECUTION ORIGINAL

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

Dated as of December 8, 1998

by and between

AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of and as agent for Ameritech Ohio

and

NORTHPOINT COMMUNICATIONS, INC.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**"Agreement"**), is dated as of the 8th day of December 1998 (the **"Effective Date"**), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Ohio (**"Ameritech"**) and NorthPoint Communications, Inc., a Delaware corporation, with offices at 222 Sutter Street, Suite 700, San Francisco, California 94108 (**"Northpoint"**).

RECITALS

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

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

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

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

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

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

ARTICLE I
DEFINITIONS AND CONSTRUCTION

I.1 Structure. This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

I.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.

I.3 Interpretation.

(a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **"include," "includes"** and **"including"** shall be deemed to be followed by the phrase **"without limitation"**. The words **"shall"** and **"will"** are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.

(b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

(c) The recitals and the headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(d) Unless the context shall otherwise require, and subject to **Section 28.3**, any reference to any agreement, other instrument (including Ameritech, Northpoint or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

(e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. In the event of any conflict between the terms and conditions of any Section of, or Schedules to this Agreement, and any term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

I.4 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

ARTICLE II
GENERAL SERVICE RELATED PROVISIONS

II.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, (i) Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic to and from their respective Customers, and (ii) Interconnection of the Parties' facilities and equipment to provide Northpoint access to Ameritech's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the respective **"Interconnection Activation Date"** shown for each corresponding LATA and Central Office set forth on **Schedule 2.1**. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in **Section 3.4.3**. An Interconnection Activation Date, once established, may not be modified except upon the mutual agreement of the Parties. **Schedule 2.1** may be revised and supplemented from time to time, upon the mutual agreement of the Parties to revise an Interconnection Activation Date(s) and to reflect additional Interconnection Activation Dates.

II.2 Bona Fide Request. Any request by Northpoint for certain services or access to an unbundled Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on **Schedule 2.2.**

II.3 Technical References. Technical References that describe and/or define the practices, procedures and specifications for those services, Interconnections and access to unbundled Network Elements available hereunder (and the applicable interfaces relating thereto) are listed on **Schedule 2.3** (the **"Technical Reference Schedule"**).

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

III.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; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V**

prescribe the specific physical facilities and Logical Trunk Groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

III.2 Interconnection Points and Methods, and Interconnection Activation Dates.

III.2.1 In each LATA identified on **Schedule 2.1**, Northpoint and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Northpoint Central Office(s) on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. An Interconnection Activation Date not established and set forth on **Schedule 2.1** as of the Effective Date shall be determined in accordance with the procedures set forth in **Section 3.4.3**.

III.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Central Offices as provided in **Article XII** or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in **Section 3.3**.

III.2.3 If Northpoint elects Collocation as an Interconnection method, or elects a network architecture that requires Ameritech to Interconnect with Northpoint's facilities via Collocation, then Northpoint must not less than one hundred twenty five (125) days prior to its applicable Interconnection Activation Date notify Ameritech whether Northpoint wishes Ameritech to Interconnect pursuant to **subsection (a)** or **(b)** below.

(a) Northpoint shall (i) provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Northpoint's Central Office, (ii) not charge Ameritech for such transport and (iii) provide Ameritech with capacity to meet Ameritech's forecasted needs. If Northpoint does provide Ameritech transport as provided in this **subsection (a)** but then either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Northpoint shall (x) provide Ameritech not less than two hundred (200) days' notice prior to the date Ameritech must provide its own facilities for new trunks, (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network and (z) provide Ameritech Collocation as provided in **subsection (b)** below.

(b) If Northpoint does not elect to provide Ameritech transport as provided in **subsection (a)** above, then Northpoint shall provide to Ameritech Collocation in Northpoint's Central Office(s) for purposes of that

Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than (i) Ameritech provides to Northpoint pursuant to the terms and conditions of this Agreement and (ii) Northpoint provides to other similarly situated Telecommunications Carriers.

III.2.4 Unless otherwise agreed by the Parties, the Parties shall designate the Central Office Northpoint has identified as its initial Routing Point in the LATA as the Northpoint Interconnection Central Office (**"NICO"**) in that LATA and shall designate the Ameritech Tandem Central Office that is designated as the home Tandem (based on the LERG) for the Ameritech Wire Center in which the Northpoint's Central Office is located, as the Ameritech Interconnection Central Office (**"AICO**") in that LATA.

III.2.5 Northpoint's point of Interconnection must be within an Ameritech Wire Center in the LATA in which Northpoint provides service.

III.3 Fiber-Meet.

III.3.1 If 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** and in the Plan (as defined in **Section 18.2**). Each Party agrees to disable the Digital Control Channel (**"DCC"**) in its equipment that is part of the SONET system and each Party shall be responsible for the monitoring of its own node(s).

III.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (**"OLTM"**) equipment in the AICO identified for each LATA set forth on **Schedule 2.1** in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Articles IV** and **V**.

III.3.3 Northpoint shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the NICO identified for that LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Articles IV** and **V**.

III.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Northpoint to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AICO. Northpoint shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Northpoint to Ameritech, Ameritech will allow Northpoint access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

III.3.5 Northpoint shall designate a manhole or other suitable entry-way immediately outside the NICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the NICO. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to Northpoint, Northpoint will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Northpoint's receipt of such request.

III.3.6 Northpoint shall pull the fiber optic strands from the Northpoint-designated manhole/entry-way into the NICO and through appropriate internal conduits Northpoint utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Northpoint has installed in the NICO.

III.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AICO and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Northpoint strands to the OLTM equipment Ameritech has installed in the AICO.

III.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Central Office through a point separate from that through which such Party's own fiber exited.

III.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own portion of the transport facilities to the Fiber-Meet in accordance with the Implementation Plan and (ii) the cost to build-out its portion of the facilities to such Fiber-Meet.

III.4 Additional Interconnection(s).

III.4.1 If Northpoint determines to offer Telephone Exchange Service within Ameritech's service areas that require additional points of Interconnection, Northpoint shall provide written notice to Ameritech of its need to establish such additional points of Interconnection pursuant to this Agreement.

III.4.2 The notice provided in **Section 3.4.1** shall include (i) Northpoint's requested NICO(s) and AICO(s) (including address and CLLI Code); (ii) Northpoint's requested Interconnection Activation Date; and (iii) a non-binding forecast of Northpoint's trunking and facilities requirements.

III.4.3 Within ten (10) Business Days of Ameritech's receipt of Northpoint's notice specified in **Section 3.4.1**, Ameritech and Northpoint shall schedule a meeting to mutually agree on the network architecture (including trunking), the AICO(s), the NICO(s) and Interconnection Activation Date(s) applicable to such Interconnection(s). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity

of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the interval to establish Interconnection via Collocation or Fiber-Meet is no less than one-hundred fifty (150) days after the Parties have agreed on the AICO(s), NICO(s) and network architecture and Northpoint has furnished Ameritech a non-binding forecast in accordance with **Section 3.4.2**.

III.5 Additional Switches.

III.5.1 If Northpoint deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Northpoint shall provide written notice thereof to Ameritech, consistent with the notice provisions of **Sections 3.4.1** and **3.4.2**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in **Section 3.4.3**. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Northpoint Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Northpoint, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

III.5.2 If a Party requests the other Party to install new trunks or rearrange existing trunks as a result of the installation of a new Switch, such Party shall provide written notice of such request and the intervals described in **Schedule 3.4.3** shall apply.

III.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6**, **"equal in quality"** means the same technical criteria and service standards that a Party uses within its own network.

III.7 Network Management.

III.7.1 Northpoint and Ameritech shall work cooperatively to install and maintain a reliable network. Northpoint and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

III.7.2 Northpoint and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

III.8 Standards of Performance.

III.8.1 Each Party shall provide the other Party Interconnection in accordance with **Section 3.6** as determined by this **Section 3.8** (collectively, the **"Interconnection Performance Benchmarks"**).

III.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, on and after the first Interconnection Activation Date hereunder, each Party shall maintain separate records of the specific criteria listed on **Schedule 3.8** (each, an **"Interconnection Performance Activity"**) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the **"Providing Party's Interconnection Records"**) and to other LECs (the **"Other LEC Interconnection Records"**) and parallel records of the Interconnection that the Providing Party provides to the other Party (the **"Other Party's Interconnection Records"**) and shall use the methods described in **Schedule 3.8** to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Benchmarks.

III.8.3 The Providing Party shall provide to the other Party for each calendar month (a **"Reporting Period"**), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed an **"Interconnection Specified Performance Breach"**. Notwithstanding anything to the contrary in this **Section 3.8**, the Parties acknowledge that (x) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (y) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

III.8.4 In no event shall the Providing Party be deemed to have committed an Interconnection Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

III.8.5 Upon the occurrence of an Interconnection Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

III.8.6 The Parties may be entitled to an MTSS Credit pursuant to the terms and conditions of **Schedule 3.8.6**.

III.9 9-1-1 Service.

III.9.1 Ameritech shall provide 9-1-1 Service to Northpoint as described in this **Section 3.9** in each Rate Center in which (i) Northpoint is authorized to provide local Telephone Exchange Service and (ii) Ameritech is the 9-1-1 service provider.

III.9.2 Service and Facilities Provided.

(a) Northpoint shall interconnect with each Ameritech 9-1-1 Selective Router that serves the areas in which Northpoint provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 service and access to all sub-tending Public Safety Answering Points (each, a **"PSAP"**). Northpoint will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Northpoint's point of Interconnection and designated Ameritech 9-1-1 Selective Router (channel conditioning referred to as "Direct" in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as "Back to Back" in Item I of the Pricing Schedule) or (iii) providing muxed DSO level trunks at a Collocation point within each Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as "Collocation" in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Northpoint shall provide a minimum of two (2) dedicated channels from the point of interconnection to the Ameritech 9-1-1 Selective Router(s). Each of the foregoing options described in this **subsection (a)** also require each of the Parties to provide sufficient trunking and facilities to route Northpoint's originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Northpoint will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Northpoint's point of interconnection to the designated Ameritech 9-1-1 Selective Router(s). In addition to the channel conditioning charges identified in Item I of the Pricing Schedule, if Northpoint leases facilities from Ameritech, standard tariff rates shall apply.

(b) If Northpoint forwards the ANI information of the calling party to the Ameritech 9-1-1 Selective Router and the Northpoint has followed the appropriate procedures in **subsection (e)** to establish the record for the calling Party in the ALI database, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Northpoint, Ameritech will display a Central Office identification code for display at the PSAP.

(c) If Northpoint requests facilities-routed diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Northpoint and Northpoint shall pay charges for Diverse Routes at tariffed DS1 rates. Northpoint will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech 9-1-1 Selective Router(s). Ameritech shall provide, upon request, a Trunk Design Guide which will be used to determine the number of trunk groups required to provide 9-1-1 Service within each Rate Center. Trunks between the Northpoint's Switch and the Ameritech 9-1-1 Selective Router shall be provisioned by Ameritech within twenty (20) Business Days following submission of an accurate and correct order by Northpoint. Following such provision and prior to the application of live traffic, Northpoint and Ameritech will cooperate to promptly test all trunks and facilities between Northpoint's network and the Ameritech 9-1-1 Selective Router to assure proper functioning of the 9-1-1 Service. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.

(c) Ameritech will provide to Northpoint, in mechanized format, an address and routing file (ARF) that provides the information required for Northpoint 9-1-1 record processing, addressing and delivery of calls to the appropriate Ameritech 9-1-1 Selective Router(s). At the request of Northpoint, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request.

(d) Ameritech will coordinate access to the Ameritech 9-1-1 Automatic Location Identification (**"ALI"**) database for the initial loading and updating of Northpoint Customer information. Access coordination will include:

(1) Northpoint to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load

and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(f)**;

(2) Notification of error(s) involving entry and update activity;

(3) Provisioning of specific 9-1-1 routing information on each access line; and

(4) Providing Northpoint with reference data required to ensure that Northpoint's Customer will be routed to the correct 9-1-1 Selective Router when originating a 9-1-1 call.

Updating the Ameritech 9-1-1 ALI database from paper records of service order activity supplied by Northpoint is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category **"Optional Manual Update"**; and

(e) Northpoint or its third party agent will provide ALI data to Ameritech for use in entering the data into the 9-1-1 database. The initial ALI data will be provided to Ameritech in a format prescribed by Ameritech. Northpoint is responsible for providing Ameritech updates to the ALI data and error corrections that may occur during the entry of ALI data to the Ameritech 9-1-1 Database System. Northpoint shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in ALI data updates caused by Northpoint or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day (where electronic transfer is available) by providing Northpoint with a report in the manner provided in the Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.

(f) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule are based on each NXX residing in a single 9-1-1 Selective Router. Northpoint may request that an NXX shall reside in more than one 9-1-1 Selective Router; provided that Northpoint shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per trunk group that is connected to each alternate 9-1-1 Selective Router (the **"9-1-1 Selective Router Software Enhancement Connection Charge"**).

(g) In the event an Ameritech or Northpoint 9-1-1 trunk group fails, the Party that originates the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties

will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.

(h) Ameritech will provide Northpoint all order number(s) and circuit identification code(s) in advance of the service due date.

(i) Northpoint will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Northpoint will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

(j) Northpoint shall engineer its 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the **"busy day/busy hour"** criteria or, at such other minimum grade of service as required by Applicable Law or a duly authorized government agency.

(k) If Northpoint provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Northpoint shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Northpoint Customers.

III.9.3 Compensation.

(a) In addition to the amounts specified in **Section 3.9.2**, Northpoint shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

(b) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Northpoint's facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Northpoint, and not Ameritech, shall be responsible to conduct such operational tests as Northpoint deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

III.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

(a) Ameritech is not liable for the accuracy and content of ALI that Northpoint delivers to Ameritech. Northpoint is responsible for maintaining the accuracy and content of that data as delivered; and

(b) Ameritech shall not be responsible for mistakes that appear in Ameritech's 9-1-1 databases and with respect to such mistakes, Northpoint shall indemnify and hold Ameritech harmless from any and all Losses incurred on account thereof by third parties (including Northpoint's Customers or employees). In addition, Ameritech's liability to Northpoint and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

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

IV.1 Scope of Traffic. **Article IV** prescribes parameters for the facilities and trunk groups to be effected over the Interconnections specified in **Article III** for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers (the **"Local/IntraLATA Trunks"**).

IV.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800 traffic over the Local/IntraLATA Trunks.

IV.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

IV.3.1 Each Party shall initially configure a one (1)-way trunk group or, upon mutual agreement of the Parties, a two (2) way trunk group, as a direct transmission path between each NICO and AICO. If two (2) way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection.

IV.3.2 Notwithstanding anything to the contrary contained in this **Article IV**, if the traffic volumes originated by a Party between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, that Party shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s). As traffic volumes increase, the Parties shall add additional direct trunk groups (24 DS0s) between any two (2) Central Offices for every increment of traffic that equals or exceeds the CCS busy hour equivalent of one (1) DS1. At no time shall the traffic between two (2) Central Offices, routed via Ameritech's Tandem Switch, exceed 500 busy hour CCS.

IV.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

IV.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem as identified in the Local Exchange Routing

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

IV.3.5 Ameritech will provide unassigned NXX codes to the Northpoint, under the Inter-Carrier Compatibility Forum (**"ICCF"**) developed by CO-Code Assignment Guidelines, until this function is performed by a third party agency.

IV.3.6 Ameritech will assign a Common Language Location Identifier ("**CLLI**") code to the Northpoint's End Office Switch if so requested, to be integrated into the public network consistent with procedures used for CLLI code assignment to Ameritech's own switches until this function is performed by a third party agency. The code must be listed in the LERG.

IV.3.7 Each Party is responsible for administering its assigned NXX numbers.

IV.3.8 Each Party is responsible for obtaining a LERG listing of CLLI codes assigned to its switches.

IV.3.9 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group, subject to **Section 19.12** and the availability of sufficient capacity. If sufficient capacity does not exist, the Parties shall mutually agree on the appropriate interval to establish such additional trunks based on force and load and other applicable criteria.

IV.3.10 If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Northpoint and Ameritech Customers. For purposes of this Agreement, **"Busy Season"** means any three (3) consecutive month period.

IV.4 Signaling.

IV.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) (NPA/NXX assigned to its local exchange switch) within the SS7 signaling message. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties. Each Party shall charge the other Party for CCIS signaling at the rates set forth at Item V of the Pricing Schedule.

IV.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged using a direct connection to the STPs serving the desired LATA, through the designated Ameritech state gateway STP or through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP. The rate for signaling links to establish such Interconnection is as provided in Ameritech's access tariff(s). If the Northpoint does not possess STPs, Northpoint may purchase access to Ameritech's SS7 Network as provided in Ameritech's access tariff(s).

IV.4.3 As an alternative to the placement of an STP within its network, Northpoint may purchase unbundled access to the Ameritech STP serving the desired LATA. Unbundled STP access will provide Northpoint with access to the Ameritech STP port and associated unbundled switching of SS7 messages between unbundled ports. However, unbundled STP access will not provide Northpoint with connectivity to the Ameritech SS7 links. The rates for such access are set forth at Item V of the Pricing Schedule.

IV.4.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access and Transit Service traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

IV.4.5 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

IV.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

IV.6 Measurement and Billing.

IV.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on calls that originate on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be revised every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established. Transit traffic as defined in **Section 7.3** will be routed over the IntraLATA Toll trunk group.

IV.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

IV.7 Reciprocal Compensation Arrangements -- Section 251(b)(5). Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this **Section 4.7**. The Reciprocal Compensation arrangements set forth in this **Section 4.7** are not applicable to (i) Exchange Access traffic, (ii) a Northpoint network created by combining Ameritech's unbundled Network Elements, (iii) Information Service traffic or (iv) any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. Compensation for traffic that is delivered through Transit Service shall be pursuant to **Section 7.2**.

IV.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Northpoint which a Telephone Exchange Service Customer originates on Ameritech's or Northpoint's physical switch for termination on the other Party's physical switch. The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic for the function(s) provided by that terminating Party at the rate(s) provided at Item II of the Pricing Schedule; provided that Northpoint shall be paid only the rate for End Office Termination. The Parties' obligation to pay Reciprocal Compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and capable of fully supporting originating and terminating Customer (and not a Party's test) traffic.

IV.7.2 (a) The Parties agree not to pay Reciprocal Compensation on traffic which originates on a Party's physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP Point of Presence.

(b) Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that originated on its network that is routed to the other

Party. Not less than thirty (30) days before the first Interconnection Activation Date, and thereafter by the twenty-second (22nd) day of each calendar month during the Term, each Party shall provide the other Party a comprehensive list of each NPA-NXX-XXXX that is assigned to or used by an ISP and to which such first Party routed calls during the preceding calendar month. In each monthly report, the list shall also include the number of minutes of traffic that such Party believes was delivered to each ISP during the preceding month and an identification of those numbers that are used solely for administrative use (i.e., traffic that is not destined for the Internet). Notwithstanding **Section 20.1.1**, any information disclosed by one Party to the other Party pursuant to this **Section 4.7.2(b)** shall be deemed "Proprietary Information" under **Article XX**.

IV.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for those functions a Party performs relating to the transport and termination of IntraLATA Toll Traffic.

IV.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to **Article XIII** shall be as specified in **Section 13.7**.

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

V.1 Scope of Traffic. **Article V** prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in **Article III** for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Northpoint Telephone Exchange Service Customers and Interexchange Carriers (the **"Access Toll Connecting Trunks"**). Compensation for the transmission and routing of Exchange Access traffic is provided for in **Article VI**.

V.2 Trunk Group Architecture and Traffic Routing.

V.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Northpoint's Customers.

V.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800 and 976 traffic to allow Northpoint's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

V.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Northpoint utilizes to provide Telephone Exchange Service and Switched

Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

ARTICLE VI
MEET-POINT BILLING ARRANGEMENTS

VI.1 Meet-Point Billing Services.

VI.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (**"MECAB"**) document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Group D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

VI.1.2 Northpoint shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall utilize a billing percentage determined in accordance with **Schedule 6.0** to bill IXC traffic. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

VI.1.3 Each Party shall undertake all reasonable measures to ensure that the billing percentage and associated information are included and maintained in the National Exchange Association (**"NECA"**) FCC Tariff No. 4.

VI.1.4 Each Party shall implement the **"Multiple Bill/Single Tariff"** option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

VI.2 Data Format and Data Transfer.

VI.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the Exchange Message Record ("**EMR**") format. The Parties shall agree to a fixed billing period in the Implementation Plan.

VI.2.2 Northpoint shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

VI.2.3 Ameritech shall provide to Northpoint, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when

available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and Northpoint shall use best efforts to utilize electronic data transfer.

VI.2.4 Each Party shall coordinate and exchange the billing account reference (**"BAR"**) and billing account cross reference (**"BACR"**) numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

VI.2.5 When Ameritech records on behalf of Northpoint and Switched Access Detail Usage Data is not submitted to Northpoint by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Northpoint is delayed in billing IXC, late payment charges will be payable by Ameritech to Northpoint. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

VI.2.6 If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Northpoint to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

VI.3 Errors or Loss of Access Usage Data.

VI.3.1 Errors may be discovered by Northpoint, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

VI.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

VI.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this **Article VI**.

VI.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data or developing a substitute based on past usage in accordance with **Section 6.3.2**. This **Section 6.5** shall apply to Meet Point Billing arrangements in lieu of the provisions of **Articles XXIV** and **XXV**.

ARTICLE VII
TRANSPORT AND TERMINATION
OF OTHER TYPES OF TRAFFIC

VII.1 Ancillary Services Traffic.

VII.1.1 This Section 7.1 applies to Ancillary Services Traffic which originates from (i) Northpoint's Resale Services Customers via Resale Services, (ii) Northpoint's Customers utilizing Ameritech's Unbundled Local Switching or (iii) on Northpoint's physical switch which terminates in each case to the applicable information services platform connected to Ameritech's network.

VII.1.2 Northpoint shall be responsible for and pay for all charges associated with Ancillary Services Traffic whether such services are ordered, activated or used by the Northpoint, Northpoint's Customer or any other person.

VII.1.3 Upon receipt of a request by Northpoint when it submits an order for Ameritech resold lines, Ameritech shall provide call blocking services for Ancillary Services Traffic (on a per line basis) to Northpoint as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law. Upon receipt of a request by Northpoint when its submits an order for Unbundled Local Switching (per line class codes), Ameritech shall block such Ancillary Services Traffic at Ameritech's Unbundled Local Switching to the extent permitted under Applicable Law. If Northpoint utilizes its own or third party switch, Northpoint must establish blocking for Ancillary Services Traffic.

VII.1.4 Northpoint may elect to bill and collect for Ancillary Services Traffic by indicating its agreement to comply with the terms and conditions set forth in **Schedule 7.1**. If Northpoint has elected to bill and collect for Ancillary Service Traffic but fails to comply with the terms and conditions set forth in **Schedule 7.1**, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic.

VII.2 BLV/BLVI Traffic.

VII.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.

VII.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.

VII.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. When Northpoint does not use Ameritech's operator bureau, each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in **Article III**, consistent with the Plan.

VII.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

VII.2.5 If a Party's operators are providing BLV service to the other Party's Customers, the first Party's operators shall prior to performing the service inform the requesting Customer (i) what the first Party's charges are for BLV service and (ii) that such Customer's telecommunications provider may have different rates applicable to BLV service and such Customer may contact its provider for such rates.

VII.3 Transit Service.

VII.3.1 Ameritech shall provide Northpoint Transit Service as provided in this **Section 7.2.**

VII.3.2 **"Transit Service"** means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Northpoint's network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a "**Transit Counter-Party**") and (y) originates on the Transit Counter-Party's network and terminates to Northpoint and (ii) 800 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, **"IntraLATA 800 Traffic"**), as more fully described in **Section 7.3.9**.

VII.3.3 Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office.

VII.3.4 While the Parties agree that it is the responsibility of the Northpoint to enter into arrangements with each Transit Counter-Party to deliver Terminating Transit Traffic to Northpoint, they acknowledge that such arrangements may not currently be in place and an interim

arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such Transit Counter-Party to deliver Termination Transit Traffic to Northpoint and (ii) the date Transit Traffic volumes originated by the Northpoint exceed the volumes specified in **Section 7.3.5**. Ameritech will provide Northpoint with Transit Service. Northpoint agrees to use commercially reasonable efforts to enter into agreements with Transit Counter-Parties as soon as possible after the Effective Date.

VII.3.5 If the traffic volumes between Northpoint's Central Office Switches and Transit Counter-Party Central Office Switches (in each case, in the aggregate) at any time exceeds the CCS busy hour equivalent of one (1) DS1, Northpoint shall, within thirty (30) days, request to Interconnect directly with such Transit Counter-Party.

VII.3.6 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part (**"TCAP"**) message, Ameritech will deliver such information to the terminating party.

VII.3.7 Northpoint shall not bill Ameritech for any Transit Service traffic unless otherwise agreed in writing by Ameritech.

VII.3.8 The Parties shall compensate each other for Transit Service as follows:

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

(1) Northpoint shall:

(A) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and

(B) Reimburse Ameritech for any charges, including switched access charges and Reciprocal Compensation, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.

(2) Ameritech shall remit to Northpoint any access charges Ameritech receives from such Transit Counter-Party in connection with the delivery of such Originating Transit Traffic to such Transit Counter-Party.

(b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Northpoint from a Transit Counter-Party (**"Terminating Transit Traffic"**) (i) that is not subject to Primary Toll Carrier (**"PTC"**) arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a

transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such traffic to Northpoint (**"Other Party Transit Agreement"**), then Ameritech shall deliver such Terminating Transit Traffic to Northpoint in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Northpoint) shall be responsible to pay Ameritech the applicable Transit Service charge.

(c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to Northpoint in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, Ameritech shall reimburse Northpoint at Northpoint's applicable tariffed terminating switched access rates.

VII.3.9 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

(a) Queried IntraLATA 800 Traffic may be delivered to Ameritech over the Local IntraLATA Trunks and if Ameritech performs the 800 query function, over the Access Toll Connecting Trunks. If the Local/IntraLATA Trunks are used and Northpoint performs the 800 query function, the IntraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech will not record the IntraLATA 800 Traffic.

(b) The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customers billing and IntraLATA 800 Copy Detail Usage Data for access billing. EMR exchange between the Parties will use the standard centralized message system delivery systems (CMDS). The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only.

(c) IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating party, regardless of which Party performs the 800 query. Since IntraLATA 800 Traffic may not be identified with a unique Carrier Identification Code (CIC), billing shall be based on originating and terminating NPA/NXX.

VII.3.10 If a Transit Counter-Party requests Ameritech to block either Originating Transit Traffic or Terminating Transit Traffic, Ameritech shall provide Northpoint written notice of such request. Northpoint shall then have twenty (20) Business Days after receipt of notice from

Ameritech to resolve such blocking request with the Transit Counter-Party. If Northpoint is unable to resolve any outstanding issues with the Transit Counter-Party within such twenty (20) Business Day period, Ameritech may block such Originating Transit Traffic or Terminating Transit Traffic. Northpoint agrees to indemnify and hold Ameritech harmless against any and all Losses Ameritech may incur from not blocking requested traffic during the twenty (20) Business Day period.

ARTICLE VIII
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

VIII.1 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

VIII.2 Installation, Maintenance, Testing and Repair. The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of **Section 3.8**.

VIII.3 Additional Terms. Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

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

IX.1 Access to Network Elements.

IX.1.1 Ameritech shall provide Northpoint access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide Northpoint access to each unbundled Network Element identified in **Section 9.2**, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of **Article II** and as required by the Act, in a manner that shall allow Northpoint to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

IX.1.2 Notwithstanding anything to the contrary in this **Article IX**, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to Northpoint 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 Northpoint on an unbundled basis; and

(B) Northpoint could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or

(2) The Commission concludes that the failure of 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 Northpoint seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

IX.1.3 Ameritech shall make available access to its Network Elements at the rates specified herein only where such Network Elements, including facilities and software necessary to provide such Network Elements, exist (as such Network Element is defined herein) and are available. If Ameritech makes available access to a Network Element that requires special construction or conditioning, Northpoint shall pay to Ameritech any applicable special construction or conditioning charges. The Parties shall mutually agree on the nature and manner of any required special construction or conditioning, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on **Schedule 9.10**.

IX.2 Network Elements. At the request of Northpoint, Ameritech shall provide Northpoint access to the following Network Elements on an unbundled basis:

IX.2.1 Local Loops, as more fully described on **Schedule 9.2.1**;

IX.2.2 The Network Interface Device, as more fully described on **Schedule 9.2.2**;

IX.2.3 Switching Capability, as more fully described on **Schedule 9.2.3**;

IX.2.4 Interoffice Transmission Facilities, as more fully described on **Schedule 9.2.4**;

IX.2.5 Signaling Links and Call-Related Databases, as more fully described on **Schedule 9.2.5**;

IX.2.6 Operations Support Systems (**"OSS"**) functions, to be used in conjunction with other Network Elements, as more fully described on **Schedule 9.2.6**; and

IX.2.7 Operator Services and Directory Assistance, as more fully described on **Schedule 9.2.7**.

IX.3 Northpoint's Combination of Network Elements.

IX.3.1 Ameritech shall provide Northpoint access to Network Elements in a manner that shall allow Northpoint to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Northpoint with access to all features and capabilities of each individual Network Element that Northpoint combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Northpoint on an individual basis.

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

IX.4 Nondiscriminatory Access to and Provision of Network Elements.

IX.4.1 The quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Northpoint shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Northpoint hereunder shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Northpoint, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

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

9.4.4 Notwithstanding anything to the contrary contained herein, if Northpoint submits to Ameritech manual orders for Network Elements, Ameritech shall provide access to such manually ordered Network Elements on terms and conditions no less favorable than the terms and conditions under which Ameritech provides manually-ordered elements to itself, its subsidiaries, Affiliates and any other person.

IX.5 Provisioning of Network Elements.

IX.5.1 Ameritech shall provide Northpoint unbundled Network Elements as set forth on **Schedule 9.5**. If Northpoint submits "manual orders" for unbundled Network Elements in lieu of using any available electronic interfaces to submit such orders, the Parties agree that the terms and conditions set forth in Ameritech's unbundled Network Elements tariff(s) shall apply to Northpoint's submission of such "manual orders" or, if no such terms or conditions are then set forth in the unbundled Network Elements tariff(s) or if such tariff(s) is not then in effect, the Parties shall apply the terms and conditions set forth in the Implementation Plan that address such manual orders.

IX.5.2 Ameritech shall provide Northpoint access to the functionalities for Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements that Northpoint purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6** and the Implementation Plan.

IX.5.3 Prior to submitting an order for access to a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary Local Exchange Carrier (**"PLEC"**), Northpoint shall comply with the requirements of **Section 10.11.1**.

IX.5.4 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of any Northpoint ordered Network Element unless directed to do so by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Northpoint.

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

9.5.6 When Ameritech receives an order for access to an unbundled Network Element or Elements from Northpoint for the provision of local exchange Telecommunications Services for Northpoint's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier ("**Carrier of Record**") Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Northpoint to resolve any issues related to that Customer. Northpoint agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this **Section 9.5.6**.

IX.6 Availability of Additional Network Elements. Any request by Northpoint for access to a Network Element that is not otherwise provided by the terms of this Agreement at the

time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by Northpoint of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, install and provide access to such Network Element.

IX.7 Pricing of Unbundled Network Elements.

IX.7.1 Ameritech shall charge Northpoint the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Northpoint requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Northpoint shall pay Ameritech for any additional charges to perform such services.

9.7.2 If Northpoint submits to Ameritech manual orders for unbundled Network Elements, each manual order shall be subject to a non-recurring charge as set forth in the applicable tariff(s), or if no charge(s) are contained therein, at rates that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to process such manual orders.

IX.8 Billing. Ameritech shall bill Northpoint for access to unbundled Network Elements pursuant to the requirements of **Article XXVI** to this Agreement.

IX.9 Maintenance of Unbundled Network Elements.

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

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

IX.10 Standards of Performance.

IX.10.1 Ameritech shall provide to Northpoint access to unbundled Network Elements in accordance with **Section 9.4** as determined by this **Section 9.10** (collectively, the **"Ameritech Network Element Performance Benchmarks"**).

IX.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of the specific criteria listed in **Schedule 9.10** which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements (each, a **"Network Element Performance Activity"**). Ameritech shall provide records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the **"Ameritech NE Records**") and parallel records

of the access to unbundled Network Elements Ameritech provides to (x) Northpoint (the **"Northpoint NE Records"**) and (y) other LECs in the aggregate (the **"Other LEC NE Records"**), in each case segregated on the basis of whether the unbundled Network Elements were ordered as provided in **Schedules 9.2.6** and **9.5** or through manual orders. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

IX.10.3 Subject to the last sentence of this **Section 9.10.3**, Ameritech shall provide to Northpoint for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech NE Records, the Northpoint NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed an **"NE Specified Performance Breach"**. Notwithstanding anything to the contrary in this **Section 9.10.3**, the Parties acknowledge that (x) the Other LEC NE Records shall be provided to Northpoint on an aggregate basis and (y) such Other LEC NE Records shall be provided to Northpoint in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 9.10**, Ameritech shall not be required to provide Northpoint any records as set forth in this **Section 9.10.3** if Northpoint is leasing less than one hundred (100) of any type of unbundled Network Elements from Ameritech for a given Reporting Period.

IX.10.4 In no event shall Ameritech be deemed to have committed a Network Element Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

IX.10.5 Upon the occurrence of a Network Element Specified Performance Breach by Ameritech, Northpoint may forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

IX.10.6 Northpoint may be entitled to an MTSS Credit pursuant to the terms and conditions of **Schedule 3.8.6**.

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

X.1 Telecommunications Services Available for Resale at Wholesale Rates. Commencing on the Service Start Date, upon the request of Northpoint and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Northpoint for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the "**Resale Services**"). The Resale Services available to Northpoint and the rates for such Resale Services are set forth on **Schedule 10.1**.

X.2 Other Services. Ameritech may, at its sole discretion, make available to Northpoint under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

X.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

X.3.1 The Telecommunications Services that Ameritech offers to existing retail subscribers, but not to new subscribers (**"Grandfathered Services"**) are identified in the Resale Tariff, as such Retail Tariff may be revised or supplemented from time to time to include those additional services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to Northpoint for resale, subject to the terms of **Section 10.3.2**, to those Customers that (i) subscribed to the applicable Telecommunications Service (whether through Ameritech or Northpoint as the provider) at the time such service was classified by Ameritech as a Grandfathered Service and (ii) continue to subscribe to such Grandfathered Service at the time of such Customer's selection of Northpoint as its primary Local Exchange Carrier. Grandfathered Services shall be made available to Northpoint at a discount off the retail rates for such Grandfathered Services based on Ameritech's avoided costs associated with such Grandfathered Services.

X.3.2 The Telecommunication Services that Ameritech currently intends to discontinue offering to any retail subscriber (**"Sunsetted Services"**) are identified in the Resale Tariff, as such Retail Tariff may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to Northpoint for resale to Northpoint's Customers who are subscribers to the Sunsetted Service either from Ameritech or Northpoint at the time so classified (subject to the provisions of **Section 10.3.1** if such Sunsetted Service was classified as a Grandfathered Service prior to its classification as a Sunsetted Service) until the date such service is discontinued.

X.3.3 Each Party acknowledges that Resale Services shall be available to Northpoint on the same basis (including the availability of features and facilities) as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services.

X.4 Additional Charges for Resale Services. In addition to the rates set forth at Item VI of the Pricing Schedule, Northpoint shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Northpoint, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4. If the provision of any Resale Service requires construction, Northpoint shall pay to Ameritech any applicable special construction charges. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the standard intervals set forth on **Schedule 10.9.2**. The wholesale discount set forth at Item VI of the Pricing Schedule is not applicable to taxes or other pass-through charges, including the charges described in this **Section 10.4**.

X.5 Restrictions on Resale Services.

X.5.1 Northpoint may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

X.5.2 Ameritech shall not be required to provide to Northpoint a Resale Service at a promotional rate that Ameritech offers at retail, nor shall Ameritech be required to provide a wholesale discount off a promotional rate if:

(a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and

(b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

X.5.3 Nothing in this Agreement shall require Ameritech to provide to Northpoint promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

X.5.4 Northpoint shall not utilize Resale Services to avoid applicable access charges.

X.5.5 As provided in the Act, Northpoint may not purchase Resale Services unless such services are resold to a person other than Northpoint, its subsidiaries and Affiliates.

X.5.6 Resale Services can only be used in the same manner as specified in Ameritech's retail tariffs.

X.5.7 Ameritech may impose additional restrictions on Northpoint's purchase and sale of Resale Services only as permitted by the Act, the Commission and the FCC.

X.6 New Resale Services; Changes in Provision of Resale Services. Ameritech shall, via tariff filings, notify Northpoint of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions or services. Notwithstanding anything to the contrary contained herein, any notice or information provided by Ameritech pursuant to this **Section 10.6** (other than in a publicly filed tariff) shall be deemed "**Proprietary Information**" and subject to the terms and conditions of **Article XX**.

X.7 Operations Support Systems Functions. Ameritech shall provide Northpoint nondiscriminatory access to, and Northpoint shall use, Ameritech's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance, repair and billing.

X.8 Nondiscriminatory Provision of Resale Services.

X.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

X.8.2 Consistent with Northpoint's forecasted volumes and subject to the terms and conditions of **Section 19.5**, Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers; provided that if Northpoint submits Non-Electronic Orders for Resale Services pursuant to **Section 10.13.2(b)**, Ameritech shall provision such orders as provided in **Section 10.13.2(b)(iii)**.

X.9 Standards of Performance.

X.9.1 Ameritech shall provide Resale Services to Northpoint in accordance with **Section 10.8** as determined by this **Section 10.9**, but subject to **Section 10.4** (collectively, the **"Resale Performance Benchmarks"**).

X.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed on **Schedule 10.9.2** (each, a **"Resale Performance Activity"**) relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the "**Ameritech Resale Records**") and parallel records of the Resale Services provided to (i) Northpoint (the "**Northpoint Records**") and (ii) on an aggregate basis, resellers of Telecommunications Services other than Northpoint (the "**Other Reseller Records**"), in each case segregated on the basis of whether the Resale Services were ordered through the Provisioning El or by Non-Electronic Orders. The Resale Performance Activities will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech (x) no longer measures a Resale Performance Activity in assessing its performance in providing such Resale Service to Ameritech's retail Customers or (y) begins measuring additional criteria to assess such performance.

X.9.3 Subject to **Section 10.9.2** and the last sentence of this **Section 10.9.3**, Ameritech shall provide to Northpoint for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech Resale Records, the Northpoint Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (ii) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (iii) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a **"Resale Specified Performance Breach**." Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to Northpoint (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller's proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 10.9**, Ameritech shall not be required to provide Northpoint any records as set forth in this **Section 10.9.3** if Northpoint is reselling less than one hundred (100) resold lines in a given Reporting Period.

X.9.4 In no event shall Ameritech be deemed to have committed a Resale Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

X.9.5 Upon the occurrence of a Resale Specified Performance Breach by Ameritech, Northpoint may elect one of the following two remedies:

(a) Forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law; or

(b) Ameritech shall pay to Northpoint as liquidated damages any amounts that Northpoint is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

X.9.6 Northpoint may be entitled to a MTSS credit pursuant to the terms and conditions set forth in **Schedule 3.8.6**.

X.10 Branding.

X.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by Northpoint for Northpoint's Customers, unless Ameritech lacks the technical capability to comply with such rebranding request, as approved by the Commission.

X.10.2 Ameritech shall make available to Northpoint, upon Northpoint's request, the ability to route:

(i) Local Directory Assistance calls dialed by Northpoint's Customers directly to Northpoint Directory Assistance Services platform, to the extent such routing is technically feasible; and

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

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit Northpoint Customers to dial the same telephone numbers for Northpoint Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

X.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any Customer premises equipment, any other Customer-owned facilities or its outside plant.

X.10.4 Northpoint shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates,

nor shall Northpoint state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to Northpoint's Customers, except to the extent Northpoint deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of Northpoint under this Agreement or that some facilities used in provisioning service are owned and maintained by Ameritech; provided, however, that Northpoint shall make no disparaging statements about Ameritech or its facilities, products or services.

X.10.5 In those instances where Northpoint requires Ameritech personnel to interface directly with Northpoint Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing Northpoint.

X.10.6 Any **"no access"** cards and time and materials invoices furnished during service calls by Ameritech personnel to Northpoint Customers shall be available to Northpoint for review and shall be provided to Northpoint Customers in an unbranded form.

X.10.7 In no event shall Ameritech personnel acting on behalf of Northpoint pursuant to this Agreement provide information to any existing Northpoint Customer about Ameritech products or services.

X.10.8 Northpoint shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding or routing under this **Section 10.10**.

X.11 Primary Local Exchange and Interexchange Carrier Selections.

X.11.1 The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. § 64.1100, to the process for Customer selection of a PLEC. Ameritech shall not require a disconnect order from a Northpoint Customer, or another LEC, in order to process a Northpoint order for Resale Service for a Northpoint Customer. Ameritech shall advise Northpoint whenever a Northpoint Customer has selected another PLEC by giving notice to Northpoint via the Provisioning EI within twenty-four (24) hours of the change being completed by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a PLEC, each Party shall deliver to the other Party a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by a Party under this Agreement that require a PLEC change. Such representation of authorization shall be delivered to the other Party prior to the first order submitted by a Party. Each Party shall retain on file all applicable Letters and Documentation of Authorization (each as defined in **Schedule 10.11.1**) relating to its Customer's selection of such Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

X.11.2 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

(a) If a Customer of either Party or a customer of another carrier denies authorizing a change in his or her PLEC selection to a different LEC (**"Unauthorized Switching"**), Ameritech shall switch that customer back to the authorized PLEC in accordance with the terms of **Schedule 10.11.2**. However, in the case of unauthorized changes of Northpoint Customers to Ameritech, Ameritech shall also have the duties enumerated on **Schedule 10.11.2** and will pay to Northpoint the Unauthorized Switching charge described on **Schedule 10.11.2**.

(b) If Ameritech reports or otherwise provides information on unauthorized PLEC changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Northpoint unauthorized PLEC changes separately from unauthorized presubscribed interexchange carrier (**"PIC"**) changes.

X.11.3 When Ameritech receives an order for Resale Service from Northpoint for Northpoint's Customer, and Ameritech currently provides resale local exchange Telecommunications Services to another carrier (**"Carrier of Record"**) for the same Customer, Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Northpoint to resolve any issues related to that Customer. Northpoint agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this **Section 10.11.3**.

X.11.4 When Ameritech is notified by Northpoint that a Northpoint Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

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

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

X.12 Functionality Required To Support Resale Service.

X.12.1 Directory Listing Requirements. Ameritech shall make available to Northpoint for Northpoint Customers directory listings in accordance with the provisions of **Article XV**.

X.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to Northpoint's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) (**"TLN"**) from the Line Information Database (**"LIDB"**).

X.12.3 9-1-1 Services. Ameritech shall provide to Northpoint, for Northpoint Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Northpoint Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Northpoint Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services. Any 9-1-1 surcharges assessed by a municipality on Resale Services provided to Northpoint Customers shall be included by Ameritech on Northpoint's invoice and Northpoint agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Northpoint.

X.12.4 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("**Special Services**"), Ameritech shall provide such data to Northpoint on the CSR made available to Ameritech for its Customers. For usage by a Northpoint Customer of a Telephone Relay Service, Ameritech will provide Northpoint with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

X.12.5 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.5**.

X.13 Service Functions.

X.13.1 Point of Contact for Northpoint Customer.

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

(b) Customer Contact Employee Training. Ameritech shall provide training for all of its employees who may communicate, either by telephone or face-to-face, with Northpoint Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech

Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Northpoint Customers.

(c) Requests for Service Changes. When Ameritech provides installation on behalf of Northpoint, Ameritech's representatives shall instruct a Northpoint Customer to contact Northpoint if such Customer requests a service change at the time of installation.

X.13.2 Operations Support Systems Functions — Provisioning.

(a) Provisioning EI for Pre-Ordering, Ordering and Provisioning. Ameritech shall provide access to, and Northpoint shall use, the electronic interface described in Ameritech's Electronic Service Ordering Guide, Version 5.x (the "**Provisioning EI**") for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Northpoint's order of Resale Services. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in **Schedule 10.13.2**.

(b) Non-Electronic Orders. On or before the Service Start Date, Northpoint shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. If Northpoint fails to establish the Provisioning EI so that it is unable to submit "live" orders through the Provisioning EI by the Service Start Date, the Parties agree that the terms and conditions set forth in the Resale Tariff (including any forecasting requirements associated therewith that are inconsistent with any requirements contained in this Agreement) shall apply to Northpoint's submission of Non-Electronic Orders or, if no such terms or conditions are then set forth in the Resale Tariff or if the Resale Tariff is not then in effect, the following terms and conditions set forth in this **Section 10.13.2(b)** shall apply to such submission of Non-Electronic Orders.

(i) In addition to, and not in lieu of **Section 19.5.2**, not less than forty-five (45) days prior to the first Non-Electronic Order submitted by Northpoint hereunder, and every calendar month thereafter, Northpoint shall provide to Ameritech a three (3) month rolling forecast of the number of daily Non-Electronic Orders that Northpoint shall submit to Ameritech Monday through Friday (excluding holidays on which the Service Center is closed) for a given calendar month (the **"Non-Electronic Forecast"**); provided, the Non-Electronic Forecast may not exceed fifty (50) Non-Electronic Orders per day. The Non-Electronic Forecast shall be

developed using standard commercial and industry practices and procedures, including daily demand data updated to reflect actual demand. The Non-Electronic Forecast shall be submitted to Ameritech in a standard format provided by Ameritech.

(ii) Northpoint may submit to Ameritech Monday through Friday (excluding holidays on which the Service Center is closed) up to the number of Non-Electronic Orders forecasted for that given day. Each Non-Electronic Order shall be submitted in a standard, legible typewritten format provided by Ameritech and shall be submitted to Ameritech through the use of a dedicated facsimile number to be identified in the Implementation Plan.

(iii) Ameritech shall process Northpoint's Non-Electronic Orders on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech.

(iv) In addition to the non-recurring charges described in **Section 10.4**, each Non-Electronic Order submitted by Northpoint to Ameritech shall be subject to a non-recurring charge of $9.02 per Non-Electronic Order and any additional charges authorized by the Commission that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to process such Non-Electronic Orders.

(v) Northpoint shall provide to Ameritech not less than ninety (90) days notice prior to Northpoint's first order for "live" Resale Services through the Provisioning EI.

(c) Pre-Ordering Functions. Northpoint shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on **Schedule 10.13.2** and/or made available to Northpoint after the Effective Date. Any request by Northpoint to Ameritech for such other Operations Support Systems functions that are directed to the Service Center through a means other than the Provisioning EI shall be subject to additional non-recurring charges and restrictions.

(d) Service Ordering and Provisioning. Service Orders will be placed by Northpoint and provisioned by Ameritech in accordance with the procedures described in **Section 10.7**. Any Service Order activity resulting in PLEC changes will comply with the requirements of 47 C.F.R. § 64.1100 and **Section 10.11.1**.

(e) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide Northpoint with service status notices on an exception basis.

(f) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Northpoint Customer's Resale Service, unless directed to do so by Northpoint by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Northpoint.

X.13.3 Operations Support Systems Functions — Maintenance.

(a) Electronic Interface for Maintenance and Repair. Ameritech will provide access to, and Northpoint shall use, an electronic interface (the "Maintenance EI") for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data.

(b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in **Sections 10.7** and **10.8** and **Schedule 10.13**.

(c) Pre-Screening. Prior to referring troubles to Ameritech, Northpoint shall complete the same prescreening guidelines with its Customers that Ameritech utilizes with its Customers; copies of which shall be provided by Ameritech to Northpoint upon Northpoint's request.

X.14 Responsibilities of Northpoint.

X.14.1 Each Party shall be responsible for providing to its Customers and to the other Party a telephone number or numbers that its Customers can use to contact the first Party in the event of a repair request. If a Customer contacts the Party that is not its local provider with regard to a repair request, such Party shall inform such Customer that they should call their local provider and may provide to the Customer such local provider's contact number.

X.14.2 If Ameritech maintains an Emergency Telephone Number Service database, Northpoint shall provide Ameritech with accurate and complete information regarding Northpoint's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to update such Emergency Telephone Number Service database.

X.14.3 Prior to the Service Start Date, Northpoint shall have received and communicated to Ameritech its Carrier Identification Code, its Access Carrier Name Abbreviation or Interexchange Access Customer Code and Operating Company Number.

X.14.4 Notwithstanding anything to the contrary in this Agreement, Northpoint is solely responsible for the payment of charges for all Resale Services furnished under this Agreement, including calls originated or accepted by Northpoint and its Customers.

X.14.5 Northpoint shall be responsible for certifying Customers and establishing on a per line basis Blocking of Caller ID for Resale Services in accordance with Applicable Law.

X.15 Responsibilities of Ameritech. Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

(i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.

(ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.

(iii) Enhanced 9-1-1 (**"E9-1-1"**) service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

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

X.16 Exchange of Billing Information.

X.16.1 Ameritech shall provide Northpoint a specific Daily Usage File (**"DUF"**) for Resale Services provided hereunder (**"Customer Usage Data"**). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include (i) specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format (if and where applicable) for each Resale Service to the extent that it is provided to Ameritech's Customers on a usage sensitive basis and (ii) sufficient detail to enable Northpoint to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide

to Northpoint specifications in sufficient detail to enable Northpoint to develop an interface to exchange Customer Usage Data with Ameritech. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by Ameritech to Northpoint.

X.16.2 Interexchange call detail on resold lines that is forwarded to Ameritech for billing, which would otherwise be processed by Ameritech for its retail Customers, will be returned to the IXC and will not be passed through to Northpoint. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on resold lines will be passed through when Ameritech records the message.

X.16.3 Northpoint shall be responsible for providing all billing information to its Customers who purchase Resale Services from Northpoint.

X.16.4 Ameritech shall bill Northpoint for Resale Services provided by Ameritech to Northpoint pursuant to the provisions of **Article XXVI**. Ameritech shall recognize Northpoint as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Northpoint. The bill will include sufficient data to enable Northpoint to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

X.17 Use of Service.

X.17.1 Northpoint, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of Northpoint or, as appropriate, to Northpoint's Customer, when:

(a) An order is issued by a court of competent jurisdiction, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a resale local exchange Telecommunications Service is prohibited by Applicable Law, or

(b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this **Section 10.17.1** shall apply only to the specific affected Resale Services.

X.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Northpoint or as ordered by a court.

X.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Northpoint or Northpoint's Customers shall not utilize Resale Services for the purpose of soliciting by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

X.17.4 The Resale Services shall not be used in any manner that interferes with any other person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Services, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damages either Party's equipment or causes a malfunction of either Party's billing equipment.

X.17.5 If Northpoint's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or Northpoint's Customers, Northpoint shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

X.17.6 The determination as to whether any local exchange Telecommunications Service provided by Northpoint to its Customer through Resale Services should be classified as a business service or residential service shall be based on the character of the use to be made of such service by Northpoint's Customer.

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

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

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

XII.1 Physical Collocation. Ameritech shall provide to Northpoint 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 Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide Northpoint Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

XII.2 Virtual Collocation in Physical Collocation Space. Where Northpoint is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, Northpoint 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) revert to Physical Collocation, in which case Northpoint shall coordinate with Ameritech for rearrangement of its transmission equipment and facilities, for which Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

XII.3 Virtual Collocation in Virtual Collocation Space. Where Northpoint is Virtually Collocated in a space that was initially prepared for Virtual Collocation, Northpoint 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 Northpoint shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and facilities for which Northpoint shall pay Ameritech at the rates set forth at Item VII of the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

XII.4 Nondiscriminatory Collocation. Collocation shall be made available to Northpoint by Ameritech on a basis that is at parity to the priorities that 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 Northpoint under this Agreement shall be at parity to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

XII.5 Eligible Equipment. Northpoint may Collocate equipment necessary for Interconnection, or access to Ameritech's Network Elements, including the following types of equipment:

(a) OLTM equipment;

(b) multiplexors;

(c) Digital Cross-Connect Panels;

(d) Optical Cross-Connect Panels;

(e) Digital Loop Carrier (utilizing transmission capabilities only);

(f) Data over voice equipment;

(g) Equipment for signal regeneration (**"hubbing equipment"**); and

(h) 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.

Northpoint shall not Collocate switching equipment, equipment utilizing switching functionalities, or equipment used to provide enhanced services.

XII.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, Northpoint may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from 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 Ameritech's Premises.

XII.7 Interconnection with other Collocated Carriers. Upon written request to Ameritech, Northpoint shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross- Connection or other connecting transmission facilities ("**Co-Carrier Cross Connect**") so long as (i) Northpoint and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) Northpoint provides the connection between the equipment in the Collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of Northpoint and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. In the event that such Co-Carrier Cross Connection is used to connect with the Virtual Collocation equipment of Northpoint or another Telecommunications Carrier, Ameritech shall provide the Cross Connect at the rates set forth at Item VII of the Pricing Schedule. If Northpoint Interconnects its network with another collocating Telecommunications Carrier pursuant to this **Section 12.7**, Northpoint shall, in addition to its indemnity obligations set forth in **Article XXIV**, indemnify Ameritech for any Loss arising from Northpoint's installation, use, maintenance or removal of such connection with the other collocating Telecommunications Carrier, to the extent caused by the actions or inactions of Northpoint.

XII.8 Interconnection Points and Cables.

Ameritech shall:

XII.8.1 provide Northpoint an Interconnection point or points physically accessible by both Ameritech and Northpoint, at which the fiber optic cable carrying Northpoint's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

XII.8.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for Northpoint's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

XII.8.3 permit Northpoint Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission; and

XII.8.4 permit Northpoint Physical Collocation of microwave transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible.

XII.9 Allocation of Collocation Space.

XII.9.1 Northpoint may reserve Collocation space for its future use in Ameritech's Premises in accordance with the provisions of **Schedule 12.9.1**. Ameritech shall notify Northpoint in writing if another Telecommunications Carrier requests Collocation space that is reserved by Northpoint. Northpoint shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that Northpoint relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of Northpoint to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by Northpoint to relinquish such space.

XII.9.2 Ameritech shall not be required to lease or construct additional space in a Premises to provide Northpoint Physical Collocation when existing space in such Premises has been exhausted.

XII.9.3 Northpoint will provide 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, in accordance with the planning processes described on **Schedule 12.9.3**. Ameritech will attempt to deliver Collocation pursuant to Northpoint's forecasts to the extent that Collocation space is then available.

XII.10 Security Arrangements. Northpoint shall adopt, at the request of Ameritech and at Northpoint's sole cost and expense, reasonable security arrangements as designated by Ameritech to

separate Northpoint's Collocation space from Ameritech's facilities, including the construction of a collocation cage.

XII.11 Subcontractor and Vendor Approval. Ameritech shall permit Northpoint to subcontract the construction and build-out of Physical Collocation arrangements. If Northpoint is working on equipment and/or facilities within its Physical Collocation cage, Northpoint may select a vendor/subcontractor of its choice to perform such work. However, if any type of work is to be performed outside of Northpoint's Physical Collocation cage, such work must be completed by an Ameritech-approved vendor and is subject to Ameritech's inspection upon completion of such work.

XII.12 Delivery of Collocated Space.

XII.12.1 Ameritech shall provide Northpoint with a single point of contact for all inquiries regarding Collocation. Northpoint shall request space for Collocation by delivering a Collocation Interconnection order form to Ameritech. Each order for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities Northpoint will require for such space, (iv) the equipment to be housed in such space, (v) Northpoint'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 Northpoint'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 Northpoint intends to initiate service from such space. Ameritech shall notify Northpoint in writing as to whether the requested space is available within (i) ten (10) Business Days, for up to ten (10) space requests submitted by Northpoint in a given week and (ii) a mutually agreed upon interval, if Northpoint submits greater than ten (10) space requests in a given week. If space is not available for Physical Collocation, Ameritech shall specify in its notice to Northpoint when space for Physical Collocation will be made available to Northpoint and shall offer to Northpoint Virtual Collocation Space in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation within three (3) months of receipt of Northpoint's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Northpoint's request for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

XII.12.2 Physical Collocation.

(a) If space for Physical Collocation is immediately available at the time of Northpoint's request, Ameritech shall include in its notice to Northpoint (i) the space to be provided and (ii) whether Ameritech can deliver the space to Northpoint by the date set forth in **Section 12.12.2(c)**.

(b) If Northpoint's requested Physical Collocation space is available, Ameritech and Northpoint shall have an initial walkthrough of such space

within ten (10) Business Days after Ameritech's receipt of Northpoint's Initial COBO Payment. 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 Northpoint that will be billed as extraordinary expenses.

(c) Ameritech shall deliver to Northpoint the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Northpoint's request for Collocation, (ii) ninety (90) days from the receipt of Northpoint's Initial COBO Payment (as provided on **Schedule 12.12**) and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Northpoint such space within the foregoing intervals (such date of delivery referred to as the **"Delivery Date"**).

(d) Physical Collocation space ordered by Northpoint will be made available to Northpoint by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.

(e) If Ameritech does not make available to Northpoint its Collocated space by the Delivery Date and such delay is caused directly by Ameritech's actions or its failure to act (and not by a Northpoint Delaying Event), Northpoint shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.

(f) Ameritech may begin billing Northpoint for recurring charges for the Collocated space on the date such space is made available to Northpoint for occupancy (the **"Occupancy Date"**). Northpoint shall vacate the Collocated space if either (i) Northpoint 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) Northpoint fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If Northpoint is required to vacate the space pursuant to this **Section 12.12.2(f)**, Northpoint shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Northpoint still requires Collocation in that Premises, Northpoint shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.

(g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and Northpoint shall pay all costs to provide such Collocation.

(h) Ameritech shall provide positive confirmation to Northpoint when construction of Northpoint Collocation 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.

(i) At Northpoint's request Ameritech shall provide, within three (3) months after receiving Northpoint's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Northpoint with equipment node enclosures within such three (3) month period, Ameritech shall notify Northpoint of this fact within ten (10) Business Days from the later of (i) the walkthrough and (ii) the receipt of Northpoint's request. The Parties shall then negotiate a reasonable time frame.

(j) After completion of construction, Northpoint and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from Northpoint's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Northpoint. If the correction of these exceptions do not delay the availability of Northpoint's Collocated Space beyond the Delivery Date, Northpoint shall not be entitled to a credit under Subsection (e) above.

XII.12.3 Virtual Collocation.

(a) If Northpoint requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Northpoint elects Virtual Collocation, and such Virtual Collocation is available at the time of Northpoint's request, Ameritech shall include in its notice to Northpoint described in **Section 12.12.1** (i) the space to be provided and (ii) whether Ameritech can deliver the space to Northpoint by the date set forth in **Section 12.12.3(c)**.

(b) Ameritech shall deliver to Northpoint the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of Northpoint's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to

Northpoint such space within twelve (12) weeks (such date of delivery referred to as the **"Delivery Date"**) and Ameritech notified Northpoint of this fact within ten (10) Business Days after the initial walkthrough.

(c) Virtual Collocation space ordered by Northpoint will be made available to Northpoint by Ameritech, as more fully described in **Section 3** of **Schedule 12.12**.

(d) After completion of construction, Northpoint and Ameritech will complete an acceptance walkthrough of all Collocation space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. 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 Ameritech's expense, subject to any change orders requested by Northpoint.

(e) Ameritech shall install Cross-Connects when cross-connecting for through connect purposes as directed by Northpoint at the rates provided at Item VII of the Pricing Schedule.

XII.13 Pricing. The prices charged to Northpoint for Collocation are set forth at Item VII of the Pricing Schedule.

XII.14 Billing. Ameritech shall bill Northpoint for Collocation pursuant to the requirements of **Article XXVI** to this Agreement.

XII.15 Common Requirements. The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

XII.16 Additional Requirements. The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

XII.17 Protection of Service and Property.

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

XII.17.1 Ameritech and Northpoint shall restrict access to Northpoint equipment, support equipment, systems, tools and data, or spaces which contain or house Northpoint equipment

enclosures, to Northpoint employees and other authorized non-Northpoint personnel to the extent necessary to perform their specific job function.

XII.17.2 Northpoint shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to Northpoint.

XII.17.3 Ameritech shall allow Northpoint periodically to inspect or observe spaces which house or contain Northpoint's equipment enclosures. For secured physical collocation arrangements, Ameritech shall furnish the Northpoint with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into secured Northpoint Space subject to **Section 12.7.2** and **Article XX**. For unsecured physical collocation or virtual collocation, Ameritech shall provide escort services which will be paid for by the Northpoint.

XII.17.4 For Physical Collocation, Ameritech shall furnish to Northpoint a current written list of Ameritech's employees who Ameritech authorizes to enter Northpoint's Physical Collocation space.

XII.17.5 Ameritech shall, where practicable, secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

XII.17.6 For Physical Collocation, Ameritech shall limit the keys used in its keying systems for Northpoint's specific Physical Collocation space which contain or house Northpoint equipment or equipment enclosures to its employees and representatives to emergency access only. Northpoint 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 Northpoint shall immediately provide Ameritech with such new keys.

XII.17.7 Ameritech shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

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

XIII.1 Provision of Local Number Portability. Each Party shall provide to the other Party, Local Number Portability in accordance with the requirements of the Act. For purposes of this **Article XIII**, "Party A" means the carrier from which a telephone number is ported, and "Party B" means the carrier to which a telephone number is ported.

XIII.2 Interim Number Portability ("INP"). The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a

Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding (**"RCF"**), Direct Inward Dialing (**"DID"**) or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Central Office. To the extent technically feasible, Interim Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services. Notwithstanding anything to the contrary in this Agreement, a Party's obligation to provide INP for new or existing numbers shall cease upon the earlier of (a) the date the FCC requires a LEC to offer LNP in the MSA where such number resides, as indicated on Appendix E to the First Memorandum Opinion and Order on Reconsideration in CC Docket No. 95-116 and (ii) December 31, 1998. If Party B places an order for INP or maintains an INP arrangement on a number after the date Party A is no longer obliged to provide INP, as provided in the previous sentence, and Party A has implemented a viable LNP offering consistent with Applicable Law, such INP arrangement shall be provided at the rates and on the terms and conditions of Party A's applicable retail tariff(s). If, however, Party A does not have a viable LNP offering, INP arrangements shall continue to be priced consistent with **Section 13.8** until such viable offering is available.

XIII.3 Remote Call Forwarding ("RCF").

XIII.3.1 Subject to **Section 13.2**, if a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of **Section 10.11.1** and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A`s network.

XIII.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format. Party A shall provide to Party B the EMR containing detailed records associated with the calls reflected on the billing statement, as generated by AEBS.

XIII.3.3 For ported numbers using RCF, Northpoint shall provide in the 9-1-1 information Northpoint provides to Ameritech under this Agreement both the ported number and Northpoint's RCF number if Northpoint has provided such RCF number to Ameritech. Ameritech

shall include such information, if provided by Northpoint, in the PSAP database to the extent that the database is capable of storing both numbers.

XIII.4 Direct Inward Dialing. DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Central Office using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Central Office or from separate trunk groups within the same Central Office, such service provided from each Central Office or each trunk group within the same Central Office shall be considered a separate service.

XIII.5 NXX Migration. Where Party A has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from Party B, Party A shall cooperate with Party B to
have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by Party B. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

XIII.6 Other Interim Number Portability Provisions.

XIII.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

XIII.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

XIII.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services, coin telephone numbers, FX service and mass calling NXXs) under this Agreement.

XIII.6.4 Ameritech and Northpoint will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

XIII.6.5 Northpoint shall use EDI to submit orders for Number Portability to Ameritech.

XIII.6.6 Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

XIII.6.7 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF or DID arrangement pursuant to the Customer's instructions at that time.

XIII.7 Compensation on Traffic to INP'ed Numbers. The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this **Section 13.7**, whereby transport and terminating compensation on calls subject to INP will be passed from the Party which performs the INP (the **"Performing Party"**) to the other Party (the **"Receiving Party"**) for whose Customer the INP is provided.

XIII.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in **Section 13.7.3** in lieu of any other compensation charges for terminating such traffic.

XIII.7.2 By the first Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective twelve (12) month period, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation (**"Recip Traffic"**), (ii) intrastate FGD charges (**"Intra Traffic"**), or (iii) interstate FGD charges (**"Inter Traffic"**). On the date which is six (6) months after the first Interconnection Activation Date, and thereafter on each succeeding six (6)-month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this **Section 13.7.2**.

XIII.7.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times Ameritech's effective intrastate FGD rates) plus (Inter Traffic percentage times Ameritech's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

XIII.8 Pricing For Interim Number Portability. Each Party shall comply with the methodology (including record keeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability. Recovery of Interim Number Portability costs will be in a competitively neutral manner, as determined by the Commission. Until such time as the Commission establishes such methodology, the Parties shall track and quantify their costs to provide INP to the other Party. The pricing principles set forth in this **Section 13.8** shall apply to those INP arrangements a Party is obliged to provide pursuant to **Section 13.2**. As of the date a Party is not obliged to provide INP and has a viable LNP offering, the rates for LNP shall be as set forth in such Party's applicable retail tariff.

XIII.9 Long Term Number Portability ("LNP").

XIII.9.1 The Parties shall migrate existing methods of providing INP to LNP as soon as practically possible but no later than the date provided for by the FCC or Commission. Once LNP is available on a given MSA, neither Party shall be required to provide INP in that MSA.

XIII.9.2 In addition to those MSAs in which LNP is required, beginning January 1, 1999, Northpoint may request via the Bona Fide Request process that Ameritech offer LNP throughout the Ameritech region.

XIII.9.3 The Parties agree to provide LNP in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission and the terms and conditions set forth in their respective effective tariff(s).

XIII.9.4 Neither Party shall charge the other Party for the normal process of porting numbers using LNP.

XIII.9.5 Party A may cancel all line-based calling cards and shall delete all LIDB listings for ported numbers.

XIII.9.6 Northpoint shall use EDI to submit orders for LNA to Ameritech.

XIII.9.7 Neither Party shall be required to provide LNA for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services, coin telephone numbers, FX service, and mass calling NXXs) under this Agreement.

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

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

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

XV.1 Directory Listings For Northpoint Resale Customers. Ameritech shall cause the Publisher to include Primary Listings of Northpoint's Customers served through Resale Services (**"Northpoint Directory Customers"**) in Publisher's White Pages Directories under the following terms and conditions:

XV.1.1 Publisher will publish the Primary Listing of Northpoint Directory Customers located within the geographic scope of Publisher's directories and Publisher shall charge

Northpoint for such listing the same charge, if any, that Publisher charges Ameritech to publish Ameritech's retail Customers' listings.

XV.1.2 Listings of such Northpoint Directory Customers will be interfiled with listings of Customers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

XV.1.3 Publisher shall provide Northpoint with a copy of the Primary Listings prior to publication. Both Parties shall use their best efforts to ensure the accurate listing of such information.

XV.1.4 Ameritech or its Publisher must receive all Primary Listings of Northpoint Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide Northpoint with appropriate service order close dates within thirty (30) days of this information becoming available.

XV.1.5 Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Northpoint Directory Customers that are provided to Ameritech or its Publisher.

XV.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations to Northpoint at the same time such information is provided to Ameritech.

XV.2 Listing and Listing Updates. Northpoint will provide Northpoint Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

XV.2.1 Northpoint shall provide its Northpoint Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Publisher. Northpoint acknowledges that Ameritech or its Publisher may impose a charge for changes to Northpoint Directory Customer Listings previously provided by Northpoint to Ameritech or its Publisher.

XV.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Northpoint Directory Customer, Northpoint shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on Northpoint Directory Customers are to be provided to Ameritech.

XV.2.3 Northpoint will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Northpoint's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Service Start Date.

XV.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Northpoint; provided, however, that Publisher or Ameritech will not:

(a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;

(b) disclose to any third person the identity of a Customer's or resale Customer's LEC;

(c) sell or license such Customer listing information sorted by carrier; or

(d) disclose listing information for individual cases where Northpoint has notified Ameritech not to include listing for third party publication.

XV.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories to Northpoint Directory Customers on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers.

XV.3 Publisher may enter into a separate directory services agreement that provides for directory listings and delivery of directories to facilities-based Customers of Northpoint.

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

XVI.1 Structure Availability.

XVI.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along Ameritech's distribution network that are owned or controlled by Ameritech (individually and collectively, **"Structure"**) for the placement of Northpoint's wires, cables and related facilities (individually and collectively, **"Attachments"**). **"Rights-of-way"** means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes. The availability of Ameritech Structure for Northpoint's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with **Section 16.18**, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

XVI.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, **"Insufficient Capacity"** means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, Ameritech will, in good faith, explore potential accommodations with Northpoint. If Ameritech denies a request by Northpoint for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Northpoint 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.

XVI.2 Franchises, Permits and Consents. Northpoint shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the Ameritech Structure it uses. Northpoint shall indemnify Ameritech against loss directly resulting from any actual lack of Northpoint's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

XVI.3 Access and Modifications. Where necessary to accommodate a request for access of Northpoint, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of Northpoint. Upon request, Ameritech may permit Northpoint to conduct Field Survey Work and Make Ready Work itself or through Ameritech-approved contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame.

XVI.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, Ameritech shall include in a modification to accommodate Northpoint's Attachment(s) those modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

XVI.3.2 If Northpoint requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for Northpoint but will be required to make the Right-of-way available to Northpoint to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate Northpoint's Attachments.

XVI.3.3 The costs of modifying a Structure to accommodate Northpoint's request, an existing or prospective attaching party's request, or the needs of Ameritech, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including Ameritech, with a pre-existing Attachment to the Structure to be modified to accommodate Northpoint shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including Ameritech, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including Ameritech, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including Northpoint. If an attaching party, including Ameritech, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

XVI.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. Northpoint and other parties, including Ameritech, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

XVI.4 Installation and Maintenance Responsibility. Northpoint shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by Ameritech or by other attaching parties. Work performed by Northpoint on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where Northpoint's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. Northpoint shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, Northpoint shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefor. Northpoint shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

XVI.5 Installation and Maintenance Standards. Northpoint's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

XVI.6 Implementation Team. The Implementation Team shall develop cooperative procedures for implementing the terms of this **Article XVI** and to set out such procedures in the Implementation Plan.

XVI.7 Access Requests. Any request by Northpoint for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Access Center. Ameritech may prescribe a reasonable process for orderly administration of such requests. Each Northpoint's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure. Northpoint shall provide Ameritech with notice before entering any Ameritech Structure.

XVI.8 Unused Space. Except for maintenance ducts as provided in **Section 16.9** and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of Northpoint, Ameritech or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. Northpoint may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, Northpoint 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.

XVI.9 Maintenance Ducts. One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to Northpoint for maintenance purposes if it has a corresponding Attachment.

XVI.10 Applicability. The provisions of this Agreement shall apply to all Ameritech Structure now occupied by Northpoint.

XVI.11 Other Arrangements. Northpoint's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

XVI.12 Cost of Certain Modifications. If Ameritech is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. However, if such alteration is required solely due to Ameritech's negligence in originally installing the Structure, Ameritech shall be responsible for Northpoint's expenses.

XVI.13 Maps and Records. Ameritech will provide Northpoint, at Northpoint's request and expense, with access to maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that Ameritech may redact any Proprietary Information (of Ameritech or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to Northpoint. Upon request, Ameritech will meet with Northpoint to clarify matters relating to maps, records or additional information. Ameritech does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by Northpoint and such materials may not be resold, licensed or distributed to any other person.

XVI.14 Occupancy Permit. Northpoint occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if Northpoint's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if Northpoint has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified Northpoint that such Structure is available for Northpoint's Attachments, (c) if Northpoint ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if Northpoint fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Northpoint has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Northpoint has Attachments, Ameritech shall (i) provide Northpoint notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Northpoint to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide Northpoint with at least sixty (60) days' written notice prior to (x) terminating a permit for an Attachment, terminating service to a Northpoint

Attachment, or removal of an Attachment, in each case for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which Northpoint has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If Northpoint surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring Northpoint to so surrender such permit, Ameritech shall remove Northpoint's Attachments at Northpoint's expense. To the extent that Northpoint places an Attachment on Ameritech's Structure without a valid permit, Northpoint shall notify Ameritech immediately of the existence of such Attachment and pay to Ameritech within ten (10) Business Days after the completion of such Attachment an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment.

XVI.15 Inspections. Ameritech may make periodic inspections of any part of the Attachments of Northpoint located on Ameritech Structure. Northpoint shall reimburse Ameritech for the costs (as defined in Section 252(d) of the Act) of such inspections. Where reasonably practicable to do so, Ameritech shall provide prior written notice to Northpoint of such inspections.

XVI.16 Damage to Attachments. Both Northpoint and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which Northpoint obtains access hereunder. Subject to the limitations in **Article XXV**, the Party damaging the Attachments of the other Party shall be responsible to such other Party therefor.

XVI.17 Charges. Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth at Item VIII of the Pricing Schedule. Ameritech reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from Northpoint for map preparation, field surveys and Make-Ready Work.

XVI.18 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure under this **Article XVI** shall be provided to Northpoint on a basis that is nondiscriminatory to that which Ameritech provides its Structure to itself, its Affiliates, Customers, or any other person.

XVI.19 Interconnection.

XVI.19.1 Upon request by Northpoint, Ameritech will permit the interconnection of ducts or conduits owned by Northpoint in Ameritech manholes. However, such interconnection in Ameritech manholes will not be permitted where modification of Ameritech's Structure to accommodate Northpoint's request for interconnection is possible.

XVI.19.2 Except where required herein, requests by Northpoint for interconnection of Northpoint's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for reasons of Insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to Northpoint's request within forty-five (45) days of Ameritech's receipt of such request.

XVI.19.3 Northpoint shall be responsible for the costs to accommodate any interconnection pursuant to this **Section 16.19**.

XVI.20 Cost Imputation. Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

XVI.21 Structure Access Center. Requests for access to Ameritech Structure shall be made through Ameritech's Structure Access Center, which shall be Northpoint's single point of contact for all matters relating to Northpoint's access to Ameritech's Structure. The Structure Access Center shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

XVI.22 State Regulation. The terms and conditions in this **Article XVI** shall be modified through negotiation between the Parties to comply with the regulations of the state in which Ameritech owns or controls Structure to which Northpoint seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this **Article XVI** are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

XVI.23 Abandonments, Sales or Dispositions. Ameritech shall notify Northpoint of the proposed abandonment, sale, or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, Ameritech shall condition the sale or other disposition to include and incorporate the rights granted to Northpoint hereunder.

ARTICLE XVII
REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to Northpoint, or from Northpoint to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (**"Referral Announcement"**) on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for the period required by the Minimum Telephone Code Service Standards, codified as Rule 4901: 1-5-12 of the Ohio Administrative Code. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XVIII
IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

XVIII.1 Implementation Team. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "**Implementation Team**") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, its representative on the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representative on the Implementation Team by delivering written notice thereof to the other Party.

XVIII.2 Interconnection Maintenance and Administration Plan. Within ninety (90) days after the Effective Date, or, as agreed upon by the Parties, by the date which is not less than sixty (60) days prior to the first Interconnection Activation Date hereunder, Northpoint and Ameritech shall have jointly developed a plan (the **"Plan"**) which shall define and detail:

(a) standards to ensure that the Interconnection trunk groups provided for herein experience a grade of service, availability and quality in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery and escalation provisions; and

(d) such other matters as the Parties may agree.

XVIII.3 Implementation Plan. Within ninety (90) days after the Approval Date, or such other date as agreed upon by the Parties, the Implementation Team shall reach agreements on items to be included in an operations manual (the **"Implementation Plan"**), which shall include (i) processes and procedures to implement the terms and conditions set forth herein, (ii) documentation of the various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

(5) A Plan as provided in **Section 18.2**;

(6) Access to all necessary OSS functions, including interfaces and gateways;

(7) Escalation procedures for provisioning and maintenance;

(8) Single points of contact for provisioning and maintenance;

(9) Service ordering and provisioning procedures, including provision of the trunks and facilities;

(10) Provisioning and maintenance support;

(11) Procedures and processes for Directories and Directory Listings;

(12) Service referral procedures;

(13) Training and the charges associated therewith;

(14) Billing;

(15) Network planning components, including system architecture, planning SONET equipment configuration, fiber hand-off, test and acceptance of SONET ring, trunking, signaling, and augment process; and

(16) Guidelines for administering access to Rights-of-way, poles and conduits of Ameritech.

XVIII.4 Action of Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

XVIII.5 Further Coordination and Performance. Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Parties shall discuss their respective performance under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

XVIII.6 Operational Review. Representatives of Northpoint and Ameritech will meet on a quarterly basis, beginning with the end of the first complete quarter following the date on which the Parties first provision services under this Agreement, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

(a) Interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders of Northpoint Customers for Resale Services are successfully completed;

(b) When applicable, interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders for unbundled Loops are successfully completed;

(c) Review of all agreed-upon performance standards; and

(d) Northpoint's use of all functions available from the Provisioning EI and Maintenance EI.

ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES

XIX.1 Compliance with Implementation Schedule. Each of Ameritech and Northpoint shall use its best efforts to comply with the Implementation Schedule set forth on **Schedule 2.1**.

XIX.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (collectively, **"Applicable Law"**) that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

XIX.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other parties that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

XIX.4 Environmental Hazards. 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.

XIX.5 Forecasting Requirements.

XIX.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.

XIX.5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and volume requirements for the Interconnection, unbundled Network Elements, Number Portability and Resale Services (notwithstanding that Northpoint may also be submitting binding forecasts pursuant to **Section 10.13.2(b)**) to be provided under this Agreement, in the form and in such detail as requested by Ameritech. If a Party becomes aware of any information or fact that may render its previously submitted forecast inaccurate by more than five percent (5%), such Party agrees to immediately notify the other Party of such fact or information and provide to such other Party a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days

after such Party becomes aware of such information or fact and (ii) ten (10) Business Days before such Party submits any order to the other Party as a result of such new information or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.2** shall be deemed **"Proprietary Information"** under **Article XX**.

XIX.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by **Section 19.5.2**, a Party that is required pursuant to this Agreement to provide a forecast (the **"Forecast Provider"**) or a Party that is entitled pursuant to this Agreement to receive a forecast (the **"Forecast Recipient"**) with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a **"Binding Forecast"**) that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.3** shall be deemed **"Proprietary Information"** under **Article XX**.

XIX.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Sections 19.5.1, 19.5.2** and, if applicable, **19.5.3**. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

XIX.7 Traffic Management and Network Harm.

XIX.7.1 Each Party may use protective network traffic management controls, such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

XIX.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

XIX.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

XIX.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

XIX.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least $10,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

XIX.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.

XIX.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.

XIX.11 Responsibility to Customers. Each Party is solely responsible to its Customers for the services it provides to such Customers.

XIX.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary trunks, facilities or services.

XIX.13 Cooperation. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

XIX.14 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

XIX.15 Switch Programming. Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

XIX.16 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

ARTICLE XX
PROPRIETARY INFORMATION

XX.1 Definition of Proprietary Information.

XX.1.1 **"Proprietary Information"** means:

(a) all proprietary or confidential information of a Party (a **"Disclosing Party"**) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a **"Receiving Party"**) pursuant to this Agreement and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is either identified as "Confidential" or "Proprietary" at the time of disclosure or is summarized in a writing so identified and delivered to the Receiving Party within ten (10) days of such disclosure; and

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

XX.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.

XX.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."**

XX.2 Disclosure and Use.

XX.2.1 Each Receiving Party agrees that from and after the Effective Date:

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

(b) it will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;

(c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and

(d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

XX.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.

XX.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.

XX.2.4 This **Section 20.2** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

(a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;

(b) become generally available to the public other than as a result of disclosure by a Receiving Party;

(c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;

(d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or

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

XX.3 Government Disclosure.

XX.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.

XX.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.

XX.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.

XX.4 Ownership.

XX.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.

XX.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the

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

XX.4.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

ARTICLE XXI
TERM AND TERMINATION

XXI.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until December 7, 2001 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a **"Renewal Term"**; **"Renewal Term"** and **"Initial Term"** sometimes collectively referred to herein as the **"Term"**) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

XXI.2 Renegotiation of Certain Terms. Notwithstanding anything to the contrary in **Section 21.1**, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the applicable expiration date, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

XXI.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (**"Defaulting Party"**), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 27.3** and it shall be resolved in accordance with the procedures established in **Section 27.3**.

XXI.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

ARTICLE XXII
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXIII
SEVERABILITY

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

ARTICLE XXIV
INDEMNIFICATION

XXIV.1 General Indemnity Rights. A Party (the **"Indemnifying Party"**) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the **"Indemnified Party"**) and hold such Indemnified Party harmless against

(a) any Loss to a third person arising out of the negligent acts or omissions, or willful misconduct (**"Fault"**) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

(b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (**"Claims"**) for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;

(c) any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and

(d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**"CALEA"**) and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

XXIV.2 Limitation on Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend, hold the Indemnified Party harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified Party.

XXIV.3 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this **Article XXIV**, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such

Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in **Article XX**.

ARTICLE XXV
LIMITATION OF LIABILITY

XXV.1 Limited Responsibility. A Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service nor shall Ameritech be responsible for Northpoint or Northpoint's Customer's integration of service components.

XXV.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.

XXV.3 Limitation of Damages. Except for indemnity obligations under **Article XXIV**, a Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount properly charged to the other Party by such negligent or breaching Party

for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, maintenance, repair or restoration of an individual Network Element or a Resale Service provided for a specific Customer of the other Party, the negligent or breaching Party's liability shall be limited to the amounts set forth in **Schedule 3.8.6**.

XXV.4 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customers or third parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or function that gave rise to such Loss and (ii) any Consequential Damages (as defined in **Section 25.5**). To the extent a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this **Section 25.4**.

XXV.5 Consequential Damages. In no event shall a Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, **"Consequential Damages"**), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under **Section 24.1** to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person.

XXV.6 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

ARTICLE XXVI
BILLING

XXVI.1 Billing. Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this **Article XXVI** and the Implementation Plan.

XXVI.2 Recording. To the extent technically feasible, the Parties shall record call detail information associated with calls originated or terminated to the other Party as specifically required herein.

XXVI.3 Payment Of Charges. Subject to the terms of this Agreement, Northpoint and Ameritech will pay each other within thirty (30) calendar days from the date of an invoice (the **"Bill Due Date"**). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer to the other Party's bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party's bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

XXVI.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed. Past Due amounts shall accrue interest as provided in **Section 26.6**. Any late payment charges assessed on Disputed Amounts shall be paid or credited, as the case may be, as provided in **Section 27.2.2**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

XXVI.5 Adjustments.

XXVI.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

XXVI.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (**"Underbilled Charges"**); provided, however, that, except as provided in **Article XXVII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Northpoint shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Northpoint within ten (10) months of the date such usage was incurred.

XXVI.6 Interest on Unpaid Amounts. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent

(1½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made and available.

ARTICLE XXVII
AUDIT RIGHTS, DISPUTED AMOUNTS AND DISPUTE RESOLUTION

XXVII.1 Audit Rights.

XXVII.1.1 Subject to the restrictions set forth in **Article XX** and except as may be otherwise specifically provided in this Agreement, a Party (**"Auditing Party"**) may audit the other Party's (**"Audited Party"**) books, records, data and other documents, as provided herein, once annually (commencing on the Service Start Date) for the purpose of evaluating the accuracy of Audited Party's billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Service Start Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party's books, records and documents more than once annually if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

XXVII.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

XXVII.1.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1½%) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, Northpoint shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Northpoint within ten (10) months of the date such usage was incurred.

XXVII.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.

XXVII.1.5 Any disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 27.1.1**. Any additional audit shall be at the requesting Party's expense.

XXVII.2 Disputed Amounts.

XXVII.2.1 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (**"Disputed Amounts"**) and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, except as provided in **Section 27.1**, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

XXVII.2.2 Such Disputed Amounts shall be subject to late payment charges as set forth in **Section 26.4**. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for

the amount of the Disputed Amounts along with any applicable late payment charges assessed no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges assessed no later than the second Bill Due Date after the resolution of the dispute regarding the Disputed Amounts. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

XXVII.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Disputed Amounts and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Disputed Amounts and negotiate in good faith in an effort to resolve such Disputed Amounts. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

XXVII.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 27.2.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court of competent jurisdiction may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

XXVII.2.5 The Parties agree that all negotiations pursuant to this **Section 27.2** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

XXVII.3 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a **"Dispute"**) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 27.3**. 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 within five (5) Business Days after a Party's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days

after the Parties' appointment of designated representatives as set forth above, either Party may seek any relief it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Northpoint Customer or Ameritech Customer.

XXVII.4 Equitable Relief. Notwithstanding the foregoing, this **Article XXVII** shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVII**.

ARTICLE XXVIII
REGULATORY APPROVAL

XXVIII.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission pursuant to Section 252 of the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement.

XXVIII.2 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order 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, such amendment shall be retroactively effective as determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

XXVIII.3 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 28.2**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the

Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

XXVIII.4 Interim Rates. If the rates, charges and prices set forth in this Agreement are **"interim rates"** established by the Commission or the FCC, the Parties agree to substitute such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

ARTICLE XXIX
MISCELLANEOUS

XXIX.1 Authorization.

XXIX.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of and as agent for Ameritech Ohio.

XXIX.1.2 Northpoint is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Northpoint represents and warrants to Ameritech that it has been certified as an LEC by the Commission and is authorized to provide in the State of Ohio the services contemplated hereunder.

XXIX.2 Designation of Affiliate. Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

XXIX.3 Subcontracting. Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for (i) the

performance of such obligation, (ii) payments due its subcontractors and (iii) such subcontractors' compliance with the terms, conditions and restrictions of this Agreement.

XXIX.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.

XXIX.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

XXIX.6 Governing Law. Unless otherwise provided by Applicable Law, this Agreement shall be governed by the domestic laws of the State of Ohio without reference to conflict of law provisions.

XXIX.7 Taxes.

XXIX.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever

possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

XXIX.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

XXIX.8 Non-Assignment. Northpoint may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of Ameritech; provided that Northpoint may assign or transfer this Agreement to its Affiliate by providing prior written notice to Ameritech of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including, the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, Northpoint may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to an agreement with Ameritech under Sections 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

XXIX.9 Non-Waiver. No waiver of any provision of this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

XXIX.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this **Section 29.10**, to the following addresses of the Parties:

To Northpoint:

NorthPoint Communications, Inc.
222 Sutter Street, Suite 700
San Francisco, CA 94108
Attn: Vice President and General Counsel
Facsimile: 415-403-4004

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President - Network Providers
Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, IL 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 245-0254

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

XXIX.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.

XXIX.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor does it obligate either Party to provide or purchase any services not specifically provided herein.

XXIX.13 No Third Party Beneficiaries; Disclaimer of Agency. Except as may be specifically set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the

right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

XXIX.14 **No License.** No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

XXIX.15 **Survival.** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including **Articles XX, XXI**, **XXII**, **XXIV**, and **XXV**, and **Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 27.2, 27.3, 29.7, 29.11, and 29.14**.

XXIX.16 **Scope of Agreement.** This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein. 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.

XXIX.17 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

XXIX.18 **Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

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

NORTHPOINT COMMUNICATIONS, INC.	**AMERITECH INFORMATION INDUSTRY SERVICES, A DIVISION OF AMERITECH SERVICES, INC., ON BEHALF OF AND AS AGENT FOR AMERITECH OHIO**
By:_____	By:_____
Printed:_____	Printed:_____
Title:_____	Title:_____

SCHEDULE 1.2

DEFINITIONS

"800" means 800, 888 and any other toll-free NPA established by the FCC or the Commission.

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

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

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

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

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

"Advanced Intelligent Network" or **"AIN"** is a network functionality that permits specific conditions to be programmed into a switch which, when met, 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.

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

"Applicable Law" is as defined in **Section 19.2**.

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

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

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

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

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

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

"Bellcore" means Bell Communications Research, Inc.

"Binding Forecast" is as defined in **Section 19.5.3**.

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

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

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

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

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

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

"Carrier of Record" is as defined in **Section 10.11.3**.

"CCS" means one hundred (100) call seconds.

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

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

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

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

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

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

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

"COBO" is as defined in **Section 12.12.2(b)**.

"Collocation" is As Described in the Act.

"Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.

"Commission" or **"PUCO"** means the Public Utilities Commission of Ohio.

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

"Consequential Damages" is as defined in **Section 25.5**.

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

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

"Control Office" means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

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

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

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

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

"Customer Proprietary Network Information" is As Defined in the Act.

"Customer Usage Data" is as defined in **Section 10.16.1**.

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

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

"Delivery Date" is as defined in **Sections 12.12.2(b)** and **12.12.3(c)**.

"Derivative Information" is as defined in **Section 20.1.1(b)**.

"Dialing Parity" is As Defined in the Act.

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

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

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

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

"Disclosing Party" is as defined in **Section 20.1.1**.

"Dispute" is as defined in **Section 27.3**.

"Disputed Amounts" is as defined in **Section 27.2.1**.

"Documentation of Authorization" is as defined in **Schedule 10.11.1**.

"Effective Date" is the date indicated in the Preamble.

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

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

"equal in quality" is as defined in **Section 3.6**.

"Exchange Access" is As Defined in the Act.

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

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

"FCC" means the Federal Communications Commission.

"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 29.5**.

"Forecast Provider" is as defined in **Section 19.5.3**.

"Grandfathered Services" is as defined in **Section 10.3.1**.

"Hazardous Substances" is as defined in **Section 19.4**.

"HDSL" or **"High-Bit Rate Digital Subscriber Line"** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quartenary (**"2B1Q"**), Carrierless AM/PM, Discrete Multitone (**"DMT"**), or 3 Binary / 1 Octel (**"3B1O"**).

"Implementation Plan" is as defined in **Section 18.2**.

"Implementation Team" is as defined in **Section 18.1**.

"Incumbent Local Exchange Carrier" or **"ILEC"** is As Defined in the Act. "**Information Service**" is As Defined in the Act.

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

"Initial Term" is as defined in **Section 21.1**.

"Insufficient Capacity" is as defined in **Section 16.1.2**.

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

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

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

"Interconnection" is As Defined in the Act.

"Interconnection Activation Date" is as defined in **Section 2.1**.

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

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

"InterLATA" is As Defined in the Act.

"IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls.

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

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

"Listing Update(s)" means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Northpoint 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 Northpoint to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

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

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

"Local Loop Transmission" 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 Central Office 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 local service area as defined by the Commission.

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

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

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

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

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

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

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

"Network Element" is As Defined in the Act.

"Non-Electronic Order" shall mean an order for the same location and the same Customer account and which is submitted by Northpoint to Ameritech using a means other than the Provisioning EI.

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

"Number Portability" is As Defined in the Act.

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

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

"Occupancy Date" is as defined in **Section 12.12.2(e)**.

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

"Party" means either Ameritech or Northpoint, and **"Parties"** means Ameritech and Northpoint.

"Physical Collocation" is As Defined in the Act.

"PIC" is as defined in **Section 10.11.4**.

"Plan" is as defined in **Section 8.1**.

"Premises" is As Defined in the Act.

"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**.

"Provisioning EI" is as defined in **Section 10.13.2(a)**.

"Public Safety Answering Point" or **"PSAP"** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the

order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

"Publisher" means Ameritech's White Pages Directories publisher.

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

"Receiving Party" is as defined in **Section 20.1.1**.

"Reciprocal Compensation" is As Described in the Act.

"Referral Announcement" is as defined in **Article XVII**.

"Renewal Term" is as defined in **Section 21.1**.

"Northpoint Directory Customer" is as defined in **Section 15.1**.

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

"Resale Services" is as defined in **Section 10.1**.

"Resale Tariff" means individually and collectively the effective tariff or tariffs filed or may be filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech's resale of certain local exchange Telecommunications Services within the Territory.

"Retail Tariff" means, individually and collectively, PUCO No. 20, Part 20 Ameritech Ohio Catalog, Part 20.

"Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **"RP Practice"**), the Routing Point (referred to as the **"Rating Point"** in such RP Practice) may be an End

Office Switch location, or a **"LEC Consortium Point of Interconnection"**. Pursuant to such RP Practice, each **"LEC Consortium Point of Interconnection"** shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

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

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

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

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

"Service Start Date" means the later of the following: (i) the date after which Northpoint has been certified as a LEC by the Commission and is authorized in the state of Ohio to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Northpoint has completed and delivered to Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement or (iv) the date on which this Agreement is deemed effective in accordance with Section VI of the Commission's Guidelines for Mediation and Arbitration (Case No. 96-463-TP-UNC).

"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.

"Sunsetted Services" is as defined in **Section 10.3.2**.

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

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

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

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

"Technical Reference Schedule" is the list of technical references set forth in **Schedule 2.3**.

"technically feasible point" is As Described in the Act.

"Telecommunications" is As Defined in the Act.

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

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

"Telecommunications Carrier" is As Defined in the Act.

"Telecommunications Service" is As Defined in the Act.

"Telephone Exchange Service" is As Defined in the Act.

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

"Telephone Toll Service" is As Defined in the Act.

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

"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.

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
OHIO

1. Interconnection

2. Access to Unbundled Network Elements||

LATA	CLLI CODE	CITY/STATE	ACTIVATION DATE
320	WSLKOH87	Westlake, OH	Q498
320	RKRVOH33	Rocky River, OH	Q498
320	SHHGOH92	Shaker Heights, OH	Q498
320	SECLOH38	South Euclid, OH	Q498
320	ECLDOH73	Euclid, OH	Q498
320	WLGHOH94	Willoughby, OH	Q498
320	LKWDOH52	Lakewood, OH	Q498
320	BCWDOH46	Beachwood, OH	Q498
320	MPHGOH66	Maple Heights, OH	Q498
320	MYHGOH44	Mayfield Heights, OH	Q498
320	CLEVOH74	Cleveland, OH	Q498
320	CLEVOH62	Cleveland, OH	Q498
320	PARMOH88	Parma, OH	Q498
320	BCVLOH52	Brecksville, OH	Q498
320	BEREOH23	Berea, OH	Q498
320	CLEVOH25	Cleveland, OH	Q498
320	CLEVOH53	Cleveland, OH	Q498
320	CLEVOH32	Cleveland Heights, OH	Q498

||

SCHEDULE 2.2

BONA FIDE REQUEST

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

2. A Bona Fide Request shall be submitted in writing on the Bona Fide Request Form attached hereto as Attachment 1.

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

4. Within thirty (30) days of its receipt of a Bona Fide Request, Ameritech shall provide to Northpoint a preliminary analysis of such Interconnection, access to such Network Element or customized feature, capability or functionality that is the subject of the Bona Fide Request. The preliminary analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element or customized service or will provide a detailed explanation that access to such Interconnection, Network Element or customized service is not technically feasible and/or that the request is not required to be provided under the Act. If Ameritech determines that the requested Interconnection, access to the Network Element or customized service that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide Northpoint a firm price quote and availability date for such development (**"Bona Fide Request Quote"**). For Bona Fide Requests that involve individual Customer arrangements that do not require alterations not otherwise performed for individual Customer arrangements for Ameritech retail Customers, Ameritech shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests, Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

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

6. When submitting a Bona Fide Request, Northpoint has two options to compensate Ameritech for its costs incurred to complete the preliminary analysis of the Bona Fide Request during the thirty (30) day analysis period. Northpoint may either:

(a). Include a $2,000 deposit to cover Ameritech's preliminary evaluation costs and Ameritech will guarantee that the preliminary evaluation costs incurred during the thirty (30) day analysis period will not exceed $2,000, or

(b). Not make any deposit and pay the total preliminary evaluation costs incurred by Ameritech during the thirty (30) day analysis period.

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

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

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

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

BONA FIDE REQUEST FORM

Attachment 1

1) Requested by

_____
(Company Name)

_____
(Address)

_____
_____
_____
_____

_____ _____
(Contact Person) (Facsimile Number)

_____
(Phone Number)

_____ _____
(Date of Request) (Optional: E-Mail Address)

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

_____
_____
_____
_____
_____
_____

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

_____
_____
_____

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

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

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

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

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

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

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

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

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

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

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

☐ Request for interconnection.

☐ Request for access to an unbundled network that is not currently provided to you.

☐ Request for Collocation where there is no space available for either Physical Collocation or Virtual Collocation in the requested Ameritech Central Office.

☐ Request for a new or custom dialing parity arrangement.

☐ Request for enhanced service capability under the Open Network Architecture (ONA) program.

☐ New service or capability that does not fit into any of the above categories.

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

_____
_____
_____
_____
_____
_____

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

☐ $2000 deposit included with Request; provided, that [Northpoint] responsibility for Ameritech's costs for Ameritech's Preliminary Analysis shall not exceed this deposit.

☐ No deposit is made and [Northpoint] agrees to pay Ameritech's total Preliminary Analysis costs incurred up to and including the date Ameritech receives notice of cancellation. By submitting this Request, [Northpoint] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation. [Northpoint] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Northpoint] fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the 30-day notification, or Northpoint fails to order the Request within 30 days, in accordance with the final product quotation.

[Northpoint]

_____

by:_____

its:_____

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

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

Interoffice Transmission Facilities

AM TR-NIS-000111
AM RT-NIS 000133
ANSI T1.101-1994, American National Standard for Telecommunications -Synchronization Interface Standard Performance and Availability
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats
ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Automatic Protection Switching
ANSI T1.105.02-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Payload Mappings
ANSI T1.105.03-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Jitter at Network Interfaces
ANSI T1.105.03a-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement
ANSI T1.105.04-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Tandem Connection
ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)
ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications
ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)
ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications
ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)
ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications
ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment
ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment
ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification
ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification
Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements
Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance
Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria
Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)
Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access
Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Signaling Transfer Points (STPs)

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 3.8

AMERITECH INTERCONNECTION PERFORMANCE BENCHMARKS

1.0 Trunk Provisioning Intervals

1.1 Number of End Office

Trunks Per Order Per Day	Interval
1-48	14 days
49-96	15 days
97 +	Negotiated

1.2 New Trunk Groups to Tandem(s) — Negotiated

2.0 Trunking Grade of Service

Blocking Standards

Traffic Type	Measurement
Exchange Access Final Trunk Group Traffic via Tandems	½ of 1% (0.005)
All Other Final Trunk Group Traffic	1% (0.01)

3.0 Trunk Restoral

Type of Outage	Interval
Service Affecting	within 1 hour
Non-Service Affecting	within 24 hours

The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process to request that the other Party provide such records.

SCHEDULE 3.8.6[1/]
MINIMUM TELEPHONE SERVICE STANDARDS

1.0 General Conditions

1.1 The respective rights and obligations of Northpoint and Ameritech with respect to the application of the minimum telephone services standards ("MTSS") for Telecommunications Services as provided by the Commission shall be as provided in this **Schedule 3.8.6**. The MTSS Credits provided under this Schedule shall apply only to those products or services Ameritech provides to Northpoint under this Agreement that are eligible for an MTSS Credit as provided by the MTSS and this **Schedule 3.8.6**.

1/ The Parties understand and agree that by entering into this Agreement neither Party waives any rights it has or may in the future have to challenge the validity or enforceability of the minimum telephone services standards ("MTSS") pursuant to any federal, state or local rule, regulation or decision, or any finding or order by any federal or state court, Commission or other tribunal of competent jurisdiction. Each Party agrees that it shall not use the terms of this Agreement in any way to assert that the other Party be entering into this Agreement, has thereby waived its rights or limited its ability to claim that MTSS is inconsistent with Applicable Law.

Notwithstanding anything to the contrary in this Agreement, if the Commission, a court or other tribunal of competent jurisdiction issues an order or decision modifying or reversing the MTSS ("Modifying Order"), either Party may by providing notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the terms and conditions of such Modifying Order.

1.2 Northpoint and Ameritech acknowledge that, subject to **Section 1.3**, whether Ameritech has provided adequate support (as set forth in Rule 4901:1-5-01(G)(2) of the MTSS) to Northpoint shall be determined as provided in this **Schedule 3.8.6**. If the MTSS are amended by the Commission after the effective date of this tariff, this **Schedule 3.8.6** will be modified to reflect such amendment to the MTSS.

1.3 Except as otherwise provided in **Section 6.4** of this Schedule, if any dispute or controversy should arise with respect to the interpretation or application of any of the provisions set forth in this **Schedule 8.7.6**, such dispute or controversy shall be considered a Dispute and resolved in accordance with the procedures set forth in **Section 11.4** of this Agreement.

1.4 Notwithstanding anything to the contrary in this **Schedule 3.8.6**, Ameritech reserves the right to require that the Commission order an MTSS Credit prior to providing Northpoint an MTSS Credit based on a disputed MTSS Credit Claim. Either Ameritech or Northpoint may request a Commission proceeding to determine whether an MTSS Credit is due. For purposes of this section, an "MTSS Credit" shall mean individually and collectively an Out-Of-Service (OOS) Credit, New Service Waiver, Installation Appointment Waiver, Repair Appointment Credit, and Listing Credit.

1.5 In addition to the other terms, conditions and restrictions contained in this **Schedule 3.8.6**, Northpoint shall only be entitled to receive an MTSS Credit if Northpoint has purchased a service or product from Ameritech and such service or product is used by Northpoint to directly furnish Local Service to its Customer and such Customer has received the appropriate credit or waiver with respect to such Local Service from Northpoint in accordance with Rule 4901:1-05-18(A), (B), (C), (D), or (E) of the MTSS.

1.6 Northpoint shall not request an MTSS Credit from Ameritech unless (i) Northpoint's Customer is entitled to a credit and receives such credit pursuant to Rule 4901:1-05-18(A), (B), (C), (D), or (E) of the MTSS and (ii) Northpoint is permitted to make a claim for recourse under Rule 4901-1-5-01(G) of the MTSS, as provided in the MTSS and this section. Further, with respect to each MTSS Credit Claim submitted to Ameritech by Northpoint, Northpoint represents and warrants to Ameritech at the time Northpoint submits such claim to Ameritech that the information provided to Ameritech under **Sections 2.8, 3.6, 4.5**, and **5.5** of this **Schedule 3.8.6**, as applicable, shall be accurate and complete as of such date. If Northpoint becomes aware of any inaccuracy or omission in a previously submitted MTSS Credit Claim, Northpoint shall notify Ameritech of such inaccuracy or omission in accordance with the method described in **Section 7.1** of this **Schedule 3.8.6** within five (5) Business Days of becoming aware of such inaccuracy or omission and identify in such notice any inaccuracy or omission on a per-Claim Reference Number basis.

1.7 Any Service Order submitted to Ameritech by Northpoint to effectuate a change to the Customer's type of Local Exchange Service or any feature thereof pursuant to Rule 4901:1-5-14(C) of the MTSS shall be subject to all charges associated with that Service Order (e.g., Service Order-Establish Charge, Line Connection Charge and etc.).

2.0 Out-of-Service (OOS) Credits

2.1 General. The terms and conditions of this **Section 2.0** shall apply to Ameritech's obligation to reimburse Northpoint for certain billing adjustments Northpoint has provided to its Customers for a service interruption as specifically required by Rule 4901:1-5-18(A) and (B) of the MTSS. Northpoint may only bring a claim for recourse against Ameritech for a service interruption under Rule 4901:1-5-01(G) of the MTSS (an "OOS Credit") based on Ameritech's failure to provide adequate support to Northpoint if the conditions set forth in **Sections 2.2** through **2.6**, inclusive, **2.8** and **7.1** of this **Schedule 3.8.6**, have been met.

2.2 Interruption Defined. Northpoint's Customer must have experienced an Interruption with respect to a Local Service. For purposes of this section, an "Interruption" shall mean that Northpoint's Customer cannot (i) place outgoing calls or (ii) receive incoming calls and such loss of functionality is caused by Ameritech's facilities. An Interruption shall not be deemed to have occurred if the transmission quality of an incoming or outgoing call is merely affected. For purposes of this section, "Local Service" shall mean, inclusively, those Basic Local Exchange Services defined in Rule 4901:1-5-02(8) of the MTSS.

2.3 Cause of Interruption. The Interruption must have been caused by Ameritech's facilities and not by (i) a negligent or willful act or omission by Northpoint's Customer, or (ii) a negligent or willful act or omission by the agent of Northpoint (other than Ameritech), or (iii) any Customer-provided telephone equipment (including inside wiring), or (iv) facilities of Northpoint or any third party, in whole or in part, or (v) an act of God, military action, insurrections, riots or strikes.

2.4 Denial of Access. The Interruption must not have been extended by Ameritech's inability to gain access to Northpoint's Customer's premises due to such Customer missing a Repair Appointment.

2.5 Trouble Screening Guidelines. Prior to notifying Ameritech of any Interruption, Northpoint shall have screened the trouble report in accordance with the provisions in **Attachment A** to this **Schedule 3.8.6**.

2.6 Notice of Interruption.

2.6.1 After receipt of notice of an Interruption from its Customer and completion of the screening requirements required by **Section 2.5** of this **Schedule 3.8.6**, Northpoint shall notify Ameritech of such Interruption through either (i) the Maintenance EI or (ii) telephonic notice to Ameritech's repair bureau(s) at the telephone number(s) provided by Ameritech to Northpoint either under this Agreement (including any Implementation Plan referenced therein) or Ameritech's Website address.

2.6.2 In its notice to Ameritech, Northpoint must complete all required fields if the Interruption is reported to Ameritech via the Maintenance Interface or, if via telephone, provide all requisite information requested by Ameritech's repair bureau and, in each case, shall specifically identify the following information for each line and/or facility that is subject to an Interruption:

- Location Address

- Location Access Hours
- Location Contact Person
- Circuit ID/telephone number (actual number subject to the Interruption, not just the billing telephone number)
- Telecommunications Contact Person, Work Center and Telephone Number
- Trouble Type/Description

2.6.3 Upon receipt of notice of an Interruption, Ameritech may, based on remote testing conducted at the time it receives such notice, reclassify such occurrence as Service-Affecting instead of an Interruption. Ameritech shall provide notice to Northpoint on any reclassification as soon as practicable and via the same method Ameritech received notice of the Service-Affecting condition (i.e., electronic or telephonic). For purposes of this **Section 2.6.3**, "Service-Affecting" shall mean any condition other than an Interruption.

2.6.4 An Interruption is entitled to one OOS Credit per occurrence, and multiple reports of the same Interruption shall not be eligible for an additional OOS Credit. However, nothing in this **Section 2.6.4** shall preclude Northpoint from requesting an OOS Credit for repeat Interruptions of the same circuit or line.

2.7 Calculation of Interruption. For purposes of calculating any OOS Credit claimed to be owed by Ameritech to Northpoint, the time at which an Interruption shall be deemed to have commenced shall be the time at which Ameritech first receives (i) a complete and accurate notice (as described in **Section 2.6.2**) of the Interruption from Northpoint through the Maintenance Interface or by telephone or (ii) notice through its internal systems of such Interruption. An Interruption shall be measured on a continuous basis (including Saturdays, Sundays and holidays) from the time Ameritech is deemed to have first received notice until the time specified on Ameritech's records that such Interruption has been cleared (such time period referred to as the "Interruption Interval").

2.8 Requests for OOS Credit. In order to be eligible for an OOS Credit, Northpoint shall provide to Ameritech a complete, accurate and typewritten "MTSS Credit Claim" (and any documents or records required to be attached thereto) as provided in **Section 7.1** of this section and within the time frame set forth in **Section 8.1** of this section.

2.9 Amount of OOS Credit.

2.9.1 If (i) **Sections 2.2** through **2.6** have been satisfied, (ii) Northpoint has given its Customer a credit pursuant to Rule 4901:1-5-18(A) and (B) of the MTSS and (iii) Northpoint has provided to Ameritech the records required by **Section 2.8**, then Ameritech shall, subject to **Sections 1.3** and **2.9.2**, credit Northpoint an amount equal to the lesser of (x) the actual amount that Northpoint has credited such Customer (whether in the form of a credit on such Customer's bill or in the form of direct payment) and (y):

(A) If the Interruption Interval exceeds twenty-three hours and forty-five minutes (23:45) but is less than or equal to thirty-five hours and forty-five minutes

(35:45), one-thirtieth (1/30) of the monthly recurring charge(s) that Northpoint charges its Customer for the Local Services rendered inoperative during the Interruption; or

(B) If the Interruption Interval exceeds thirty-five hours and forty-five minutes (35:45) but is less than or equal to forty-seven hours and forty-five minutes (47:45), two-thirtieth's (2/30) of the monthly recurring charge(s) that Northpoint charges its Customer for the Local Services rendered inoperative during the Interruption; or

(C) If the Interruption Interval exceeds forty-seven hours and forty-five minutes (47:45) but is less than or equal to seventy-one hours and forty-five minutes (71:45), one-third (1/3) of one (1) month's recurring charge(s) that Northpoint charges its Customer for the Local Services rendered inoperative during the Interruption; or

(D) If the Interruption Interval exceeds seventy-one hours and forty-five minutes (71:45) but is less than or equal to ninety-five hours and forty-five minutes (95:45), two-thirds (2/3) of one (1) month's recurring charge(s) that Northpoint charges its Customer for the Local Services rendered inoperative during the Interruption; or

(E) If the Interruption Interval exceeds ninety-five hours and forty-five minutes (95:45), one (1) month's recurring charge(s) that Northpoint charges its Customer for the Local Services rendered inoperative during the Interruption.

The amount of any OOS Credit shall be calculated based on the Customer's Local Services that have been provisioned at the time the applicable Interruption commenced.

2.9.2 If the Local Services that Northpoint provides its Customer are provided on a "bundled basis" (e.g., each Local Service provided does not have its own individual rate but instead multiple Local Services are provided at a single rate) and such Customer's bill does not specifically identify the charges associated with each Local Service, the recurring monthly charges that Northpoint charges its Customer for a given Local Service for purposes of calculating the amount of the OOS Credit claimed in **Section 2.9.1** shall be the lower of (i) the rate for such individual Local Service set forth in Northpoint's effective tariff(s), (ii) the charges paid by such Customer for the bundled Local Services minus the rate(s) of the unbundled, unregulated services, (iii) the charge(s) paid by such Customer for the bundled Local Services (and not the sum of each individual Local Service provided to such Customer) and (iv) a proxy rate for such individual Local Service established by the Commission pursuant to a Claim Dispute.

3.0 New Service Waiver

3.1 General. The terms and conditions of this **Section 3.0** shall apply to Ameritech's obligation to reimburse Northpoint for certain billing adjustments Northpoint has provided to its Customers for failure to install New Service as specifically required by Rule 4901:1-5-18(C) of the MTSS. Northpoint may only bring a claim for recourse against Ameritech for failure to install New Service under Rule 4901:1-5-01(G) of the MTSS (a "New Service Waiver") based on Ameritech's failure to provide adequate support to Northpoint if the conditions set forth in **Sections 3.1** through **3.6**, inclusive, and **8.1** have been met.

3.2 New Service Defined. For purposes of this section, "New Service" shall mean the provision by Northpoint to its Customer of Telephone Exchange Service through (i)Resale Services or (ii) access to one (1) or more Ameritech Unbundled Network Element (as defined in Northpoint's Agreement) that is provided to that specific end user Customer. New Service shall be subject to a New Service Waiver on the same basis that Ameritech provides waivers to its Customers pursuant to Rule 4901:1-5-18(C). For purposes of calculating a New Service Waiver, the term "Business Day" shall mean Monday through Friday, excluding holidays on which Ameritech does not provision New Service.

3.3 Receipt of New Service Requests. Subject to the other limitations set forth in this **Section 3.0**, for purposes of determining whether Ameritech has complied with the New Service installation intervals set forth in **Section 3.4**, Ameritech shall be deemed to have received a request for New Service (a "New Service Request") from Northpoint:

(A) on the Business Day Ameritech receives a valid and complete Service Order for New Service from Northpoint, if (i) such Service Order was submitted to Ameritech via the Provisioning EI or (ii) if the Provisioning EI is available and able to receive the Service Order but Northpoint submits such Service Order to Ameritech via a means other than the Provisioning EI, before 2:00 P.M. CST on that Business Day; and/or

(B) on the next Business Day after Ameritech's receipt of a valid and complete Service Order for New Service from Northpoint, if such Service Order was received by Ameritech after 2:00 P.M. CST on a given Business Day, if the Provisioning EI is available and able to receive the Service Order but Northpoint chooses to submit to Ameritech such Service Order via a means other than the Provisioning EI.

If Ameritech receives a Service Order from Northpoint that is not valid and complete, Ameritech shall reject that Service Order and return it to Northpoint. New Service shall be deemed to be installed on the date and at the time evidenced on Ameritech's records.

3.4 Installation Intervals and Amount of New Service Waiver.

(A) If (i) Ameritech fails to install New Service by (x) the fifth (5) Business Day after Ameritech is deemed to have received a New Service Request from Northpoint, as provided in **Section 3.3**, or (y) a date greater than five (5) Business Days after Ameritech has received a New Service Request from Northpoint that requests such later installation date and (ii) Northpoint has provided its Customer a credit or waiver of certain nonrecurring installation charges associated with such installation pursuant to Rule 4901:1-5-18(C) of the MTSS, then

Ameritech shall, subject to **Section 3.5** of this section, credit Northpoint an amount equal to the lesser of (1) fifty percent (50%) of the nonrecurring installation charges that Northpoint would have charged its Customer with respect to such installation, as provided in Northpoint's effective tariff(s) or Northpoint's Customer contract, as applicable, at the time of such New Service Request and (2) the actual amount that Northpoint has waived or credited such Customer on account of such missed interval (whether in the form of a credit or waiver on such Customer's bill or in the form of a direct payment).

(B) If (i) Ameritech fails to install New Service by (x) the tenth (10) Business Day after Ameritech is deemed to have received a New Service Request from Northpoint, as provided in **Section 3.3**, or (y) a date greater than ten (10) Business Days after Ameritech has received a New Service Request from Northpoint that requests such later installation date and (ii) Northpoint has provided its Customer a credit or waiver of certain nonrecurring installation charges associated with such installation pursuant to Rule 4901:1-5-18(C) of the MTSS, then Ameritech shall, subject to **Section 3.5**, credit Northpoint an amount equal to the lesser of (1) one hundred percent (100%) of the nonrecurring installation charges that Northpoint would have charged its Customer with respect to such installation, as provided in Northpoint's effective tariff(s) or Northpoint's Customer contract, as applicable, at the time of such New Service Request and (2) the actual amount that Northpoint has waived or credited such Customer on account of such missed interval (whether in the form of a credit or waiver on such Customer's bill or in the form of a direct payment).

3.5 Limitations on New Service Waiver.

Notwithstanding anything to the contrary set forth in **Section 3.4**, Ameritech shall not be liable to Northpoint for a New Service Waiver if:

(A) the request for New Service involves special equipment or special services pursuant to Rule 4901:1-5-18(C); or

(B) the request for New Service is in an undeveloped area where no facilities exist; or

(C) the request for New Service does not meet applicable Ameritech tariff requirements or the provisioning requirements of this Agreement; or

(D) Ameritech's failure to comply with the applicable intervals set forth in **Section 3.4** is caused, directly or indirectly, by a Delaying Event as defined below; or

(E) one (1) or more Ameritech Unbundled Network Elements, Northpoint has not established unbundled Local Switching and/or Collocation necessary to access such requested loop at the time of such New Service Request, or

(F) in the case of New Service provisioned through access to one (1) or more Ameritech Unbundled Network Elements, the Northpoint requested in a new conversion time that is outside of the applicable interval(s) set forth in **Section 3.4**; or

(G) the circumstances underlying a New Service installation or application render compliance with the intervals set forth in **Section 3.4** unreasonable. The ultimate

determination of the reasonableness of the circumstances will be made by the Commission.

3.6 Requests for New Service Waiver. In order to be eligible for a New Service Waiver, Northpoint shall provide to Ameritech a complete, accurate and typewritten "MTSS Credit Claim" (and any documents or records required to be attached thereto) as provided in **Section 7.1** and within the time frame set forth in **Section 8.1**.

4.0 Installation Appointment Waiver and Repair Appointment Credit

4.1 General. The terms and conditions of this **Section 4.0** shall apply to Ameritech's obligation to reimburse Northpoint for the certain billing adjustments Northpoint has provided to its Customers for a missed (i) scheduled on-premises installation appointment for regulated services, as specifically required by Rule 4901:1-5-18(D)(1) of the MTSS (an "Installation Appointment") or (ii) scheduled on-premises repair appointment or an outside repair commitment, as specifically required by Rule 4901:1-5-18(D)(2) of the MTSS (a "Repair Appointment"), in each case subject to **Section 1.1**. Northpoint may bring a claim for recourse against Ameritech for a missed Installation Appointment or a Repair Appointment under Rule 4901:1-5-01(G) of the MTSS (an "Installation Appointment Waiver" and a "Repair Appointment Credit", respectively) based on Ameritech's failure to provide adequate support to Northpoint if the conditions set forth in **Sections 4.2** through **4.7**, inclusive, and **Section 8.1** have been met.

4.2 Appointment Window. Ameritech shall schedule Installation Appointments and Repair Appointments in the "A.M." (8:00 a.m. local time to 12:00 noon local time) or "P.M." (after 12:00 noon local time) (as applicable, the "Appointment Window"). Nothing in this **Section 4.2** shall be deemed to limit Ameritech's right to schedule Installation Appointments and Repair Appointments in accordance with its standard procedures and as required by this Agreement.

4.3 Evidence of Appointments. Whether an Installation Appointment or a Repair Appointment has been met shall be as evidenced by Ameritech's records, including, if available and applicable, Ameritech's installation, maintenance or repair invoices signed by Northpoint's Customer or time-stamped materials left with the Customer or at the Customer's premises.

4.4 Limitations on Installment Appointment Waiver and Repair Appointment Credit. Notwithstanding anything to the contrary contained in this **Schedule 3.8.6**, Ameritech shall not be liable to Northpoint for an Installation Appointment Waiver or a Repair Appointment Credit if:

(A) Ameritech has provided Northpoint at least twenty-five (25) hours advance notice (telephonic or via an electronic interface) of its inability to meet an Installation Appointment or Repair Appointment; or

(B) Northpoint has provided its Customer at least twenty-four (24) hours advance notification of the inability to meet an Installation Appointment or Repair Appointment; or

(C) The effects of a natural disaster prohibit (i) Ameritech from providing such twenty-five (25) hour advance notice to Northpoint or (ii) Northpoint from providing such twenty-four (24) hour advance notice to its Customer, of the inability to meet an Installation Appointment or Repair Appointment; or

(D) with respect to an Installation Appointment or an on-premises Repair Appointment, Ameritech was unable to gain access to the Customer's premises due to a Customer missed appointment.

4.5 Requests for Installation Appointment Waiver and Repair Appointment Credit. In order to be eligible for an Installation Appointment Waiver and/or a Repair Appointment Credit, Northpoint shall provide to Ameritech a complete, accurate and typewritten "MTSS Credit Claim" (and any documents or records required to be attached thereto) as provided in **Section 7.1** and within the time frame set forth in **Section 8.1**.

4.6 Amount of Installation Appointment Waiver. If (i) Ameritech fails to meet an Installation Appointment within the scheduled Appointment Window, (ii) Northpoint's Customer has requested a waiver of certain charges in accordance with and as required by Rule 4901:1-5-18(D)(I) of the MTSS, (iii) Northpoint has provided its Customer such waiver or a credit pursuant to Rule 4901:1-5-18(D)(1) of the MTSS and (iv) Northpoint has provided Ameritech with the records required by **Section 4.5** to evidence each of the foregoing, then Ameritech shall credit Northpoint an amount equal to the lesser of (x) fifty percent (50%) of the regulated nonrecurring installation charges associated with such Installation Appointment, as provided in Northpoint's effective tariff(s) or Northpoint's Customer contract, as applicable, at the time of such Installation Appointment and (y) the actual amount that Northpoint has waived or credited such Customer (whether in the form of a credit on such Customer's bill or in the form of direct payment) on account of such missed Installation Appointment.

4.7 Amount of Repair Appointment Credit. If (i) Ameritech fails to meet a Repair Appointment within the scheduled Appointment Window, (ii) Northpoint's Customer has requested a credit of certain charges in accordance with and as required by Rule 4901:1-5-18(D)(2) of the MTSS, (iii) Northpoint has provided its Customer such credit pursuant to Rule 4901:1-5-18(D)(2) of the MTSS and (iv) Northpoint has provided Ameritech with the records required by **Section 4.5** to evidence each of the foregoing, then Ameritech shall credit Northpoint an amount equal to the lesser of (x) fifty percent (50%) of one (1) month's recurring charges that Northpoint charges such Customer for each Local Service rendered inoperative by virtue of such missed appointment, as provided in Northpoint's effective tariff(s) or Northpoint's Customer contract, as applicable, at the time of such Repair Appointment and (y) the actual amount that Northpoint has credited such Customer (whether in the form of a credit on such Customer's bill or in the form of direct payment) on account of such missed Repair Appointment. Notwithstanding the foregoing, if Northpoint provides its Customer that requested a credit services on a bundled basis, the recurring charges owed by Ameritech to Northpoint shall be determined in accordance with **Section 2.9.2** of this section.

4.8 Bona Fide Installation Appointment Waivers and Repair Credits. If at any time Ameritech discovers that Northpoint has received an Installation Appointment Waiver or a Repair Appointment Credit and such waiver or credit was not requested by its Customer as required by Rule 4901:1-5-18(D) of the MTSS, Northpoint shall pay to Ameritech an amount equal to

the Installation Appointment Waiver or Repair Appointment Credit that was wrongfully received and any Commission required interest or other amounts due. Any payments due under this **Section 4.8** shall be in addition to any other right or remedies available now or hereafter to Ameritech under Applicable Law.

5.0 Listing Credits

5.1 General. The terms and conditions of this **Section 5.0** shall apply to Ameritech's obligation to reimburse Northpoint for certain billing adjustments Northpoint has provided to its Customer for failure to include its Customer's Primary Listing in the White Pages or failure to include a Customer's correct telephone number in the White Pages as specifically required by Rule 4901:1-5-18(E) of the MTSS. Northpoint may only bring a claim for recourse against Ameritech for failure to include its Northpoint's Customer's Primary Listing in the White Pages or failure to include Northpoint's Customer's correct telephone number in the White Pages under Rule 4901:1-5-01(G) of the MTSS (a "Listing Credit") based on Ameritech's failure to provide adequate support to Northpoint if the conditions set forth in **Sections 5.1** through **5.5**, inclusive, and **8.1** have been met.

5.2 Primary Listing and White Pages Defined. For purposes of this section, "Primary Listing" shall mean the single directory listing provided to a Customer in the applicable White Pages by Ameritech's directory publisher when Northpoint provides Local Service through Resale Services provisioned under this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Customer entitled to a single Primary Listing. For purposes of this section, "White Pages" shall mean directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone number and address of Northpoint's (including Ameritech's) Customers within a given geographic scope.

5.3 Limitations on Listing Credit. Notwithstanding anything to the contrary contained in this **Schedule 3.8.6**, Ameritech shall not be liable to Northpoint for a Listing Credit if:

(A) The due date for the Resale Service or unbundled Local Switching that established the Primary Listing is after the White Pages Service Order close date and Northpoint did not provide Ameritech a timely advance listing; or

(B) Ameritech received a request that the Primary Listing be nonpublished and/or nonlisted; or

(C) Northpoint was provided a copy of its Customers' Primary Listings prior to publication of the White Pages and Northpoint did not notify the Publisher of any errors, omission or inaccuracies in such Primary Listings; or

(D) Northpoint provided Ameritech incorrect information with respect to the Primary Listing on the Service Order that established such Primary Listing; or

(E) Northpoint's Customer has foregone the credit provided in Rule 4901:1-5-18(E) of the MTSS and has elected to pursue other remedies.

5.4 Amount of Listing Credit. If (i) Ameritech fails to include Northpoint's Customer's Primary Listing in the White Pages or incorrectly lists Northpoint's Customer's telephone number in the White Pages, (ii) Northpoint's Customer has requested a credit of certain charges in accordance with and as required by Rule 4901:1-5-18(E) of the MTSS, (iii) Northpoint has provided its Customer such credit pursuant to Rule 4901:1-5-18(E) of the MTSS and (iv) Northpoint has provided Ameritech with the records required by **Section 5.5** to evidence each of the foregoing, then Ameritech shall credit Northpoint an amount equal to the lesser of (x) three (3) months recurring charges for the Local Services for the Customer's access line serviced by the Primary Listing, but excluding any charges for optional features (e.g., Caller ID, Call Forwarding, and Call Waiting), as provided in Northpoint's effective tariff(s) or Northpoint's Customer contract, as applicable, at the time of the Service Order close date for the applicable White Pages and (y) the actual amount that Northpoint has credited such Customer (whether in the form of a credit on such Customer's bill or in the form of direct payment) on account of such omitted Primary Listing or incorrectly published telephone number.

5.5 Request for Listing Credited. In order to be eligible for a Listing Credit, Northpoint shall provide to Ameritech a complete, accurate and typewritten "MTSS Credit Claim" (and any documents or records required to be attached thereto) as provided in **Section 7.1** and within the time frame set forth in **Section 8.1**.

6.0 Records

6.1 Obligation to Maintain. Ameritech and Northpoint shall each comply with the recordkeeping requirements of Rule 4901:1-5-24(A) of the MTSS and any Commission rules or regulations promulgated thereunder.

6.2 Proprietary Information. Any records provided by Ameritech or Northpoint to each other shall be subject to **Article 17.0**, the confidentiality provisions of this Agreement.

7.0 MTSS Credit Claims

7.1 Submission of MTSS Credit Claims.

7.1.1 The point of contact for the submission by Northpoint of its claim for an MTSS Credit (an "MTSS Credit Claim") and the review, disposition and any questions relating to such claim shall be Ameritech's Service Center(s). Each MTSS Credit Claim shall be submitted to Ameritech's Service Center's via dedicated facsimile. Until an interface is available (electronic, e-mail or other), Ameritech shall not accept an MTSS Credit Claim nor be required to provide an MTSS Credit if such claims are submitted through a means other than the dedicated facsimile. Further, if Ameritech makes an interface available after the Effective Date, Northpoint agrees to submit all MTSS Credit Claims via the interface no later than one hundred and eighty (180) calendar days after Northpoint receives written notice of the availability of such interface.

7.1.2 Northpoint shall submit to Ameritech one (1) MTSS Credit Claim for each MTSS Credit requested. Each MTSS Credit Claim shall (i) be submitted in a legible,

typewritten format, (ii) shall be in the form of the MTSS Credit Claim Form set forth in Attachment B and (iii) include all information required by the MTSS Credit Claim Form (including any documents, records and attachments required to be attached thereto). MTSS Credit Claims that are not submitted in conformity with the foregoing sentence shall be rejected and returned to Northpoint promptly after Ameritech discovers such noncompliance but in any event within (10) Business Days after such discovery. Ameritech may upon forty-five (45) days written notice to Northpoint change the dedicated facsimile number(s).

7.1.3 The reference number that will be used to identify each MTSS Credit Claim submitted hereunder shall be the applicable telephone number or circuit identification, as the case may be, (the "Claim Reference Number") set forth on a given MTSS Credit Claim.

7.2 Processing of MTSS Credits. No later than thirty (30) Business Days after Ameritech receives a complete and accurate MTSS Credit Claim, Ameritech shall identify those MTSS Credit Claims that have been accepted and denied by returning to Northpoint its MTSS Credit Claim via the same manner by which it was received (i.e., facsimile or interface). If Ameritech has accepted, in whole or in part, an MTSS Credit Claim, Ameritech shall credit Northpoint for the amounts accepted as provided in **Section 7.3**. For those MTSS Credit Claims that are denied, in whole or in part, Ameritech shall provide the reasons that such MTSS Credit Claim was denied as soon as possible, but in any event within the foregoing thirty (30) Business Day period.

7.3 Recourse Credits. If Ameritech accepts an MTSS Credit Claim, Ameritech shall credit Northpoint's invoice for the amount of the accepted claims no later than the first billing date that is not less than thirty (30) Business Days after Ameritech's receipt of the MTSS Credit Claim. MTSS Credits provided on a given invoice shall either (i) be applied against the applicable telephone number or circuit identification associated with a specific MTSS Credit Claim or (ii) be in the aggregate and indicated as a single line item. If the MTSS Credits are provided in the aggregate, Ameritech shall also provide Northpoint a report that identifies each MTSS Credit awarded and the applicable Claim Reference Number. In no event shall Northpoint have any right to set-off any amounts owed to Ameritech against any amounts requested by Northpoint for an MTSS Credit.

7.4 Disputed MTSS Credit Claims. Any dispute as to the denial of an MTSS Credit Claim, the amount of the requested or awarded MTSS Credit, or the validity of an MTSS Credit Claim submitted hereunder (collectively, a "Claim Dispute") shall, upon the initiation by Northpoint, be resolved in accordance with the specific rules, guidelines or regulations of the Commission that apply to the MTSS. Nothing in this **Schedule 3.8.6** shall preclude Ameritech from initiating a Claim Dispute.

8.0 Limitations on MTSS Credits

8.1 Claim Period. Claims for an MTSS Credit shall be made within ninety (90) calendar days after the event (e.g., the date of the claimed Interruption, missed New Service interval, missed Installation Appointment or Repair Appointment or failure to include Primary Listing or list incorrect phone number) giving rise to the claim for such credit. Northpoint agrees to waive

its right to an MTSS Credit from Ameritech if it does not submit to Ameritech an accurate and complete MTSS Credit Claim (and any documents or records required to be attached thereto) within such ninety (90) calendar day period.

8.2 Limitations on Liability. Notwithstanding anything to the contrary contained herein, in no event shall Ameritech have any obligation to indemnify, defend, hold Northpoint harmless or reimburse Northpoint or its Customers for any loss arising out to a claim for liquidated damages or Consequential Damages asserted against Northpoint for Ameritech's failure to provide adequate support to Northpoint under Rule 4901:1-5-01(G) of the MTSS. Northpoint further agrees that in no event shall it include in an MTSS Credit Claim any liquidated damages or Consequential Damages that Northpoint may be obligated to pay its Customer.

ATTACHMENT A

Trouble Screening Guidelines

RESIDENCE CUSTOMER TROUBLE SHOOTING INSTRUCTIONS

Instruct the Customer using the following guidelines:

STEP	PROCEDURE
1.	Check the outside of your dwelling. Look for **gray** TEST BOX. This **gray** TEST BOX is your Network Interface.
2.	Unscrew the Network Interface cover with a screwdriver and open (further directions are on the inside cover).
3.	Disconnect modular plug from test jack. This disconnects your wiring and equipment from the telephone company lines.
4.	Wait one minute, than insert plug from a telephone set you know is working. You are now plugged directly into the telephone company line.
5.	Try the telephone. • **If the problem still exists**, the trouble is in the telephone company lines. Contact your provider's repair service. • **If the problem is gone**, the trouble is in your wiring, equipment, jacks or remaining telephone sets.
6.	When your test is completed, disconnect your testing telephone from the Network Interface and securely reinsert the original modular plug. Close the cover and screw the fastener down until the cover is snug and tight.

CAUTION: Do not test during an electrical storm or immediately thereafter.

RESIDENCE CUSTOMER COMMON TROUBLES

Question and instruct the Customer using the following guidelines:

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CUSTOMER REPORTS	FOLLOW STEPS BELOW
–No Dial Tone/Can't Be Called	1-2-3-4-5-9
–Noise on Line - Hum or Static	1-2-3-4-5-7
–Can't Call Out - Can't Call a Specific Number	1-2-3-6-8
–Hears Voices or Radio on Line	1-4-7
–Get Cut-Off/Lose Dial Tone	1-2-3-4-5-6-7

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STEP	PROCEDURE
1.	Visually check all PHONES to make certain that each phone is plugged into the jacks and that all phones are properly hung-up.
2.	Visually check all CORDS for cracks or frays (exposed wires). Replace cord if necessary.
3.	Shake and wiggle handset and mounting CORD. If the problem intensifies, cord replacement is suggested.
4.	UNPLUG all phones and equipment from telephone jacks (e.g., answering machine, cordless phone, facsimile machines). Plug-in each phone/piece of equipment, one at a time, to find the likely location of the problem phone/equipment.
5.	If a telephone was dropped and possibly broken, try a known working phone in its place.
6.	If one telephone location is not working, try this telephone in a known working location. If the telephone works, the problem is most likely in the jack or inside wire. If the phone doesn't work, the trouble is with the set or cords.
7.	Unplug CORDLESS TELEPHONE BASE from telephone JACK. If the problem clears, then the trouble is likely in the cordless telephone set.
8.	Check TONE/PULSE SWITCH on the telephone set. See owner's manual for location of this switch.
9.	Check RINGER BELL on/off switch. See owner's manual for location of this switch.

BUSINESS CUSTOMER COMMON TROUBLES

Question and instruct the Customer the following guidelines:

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CUSTOMER REPORTS	FOLLOW STEPS BELOW
–No Dial Tone/Can't Be Called	1-2-3-4
–Noise on Line - Hum or Static	1-2-3-4-5-6-7
–Can't Call Out - Can't Call a Specific Number	1-2-3-4-5-6-7
–Hears Voices or Radio on Line	1-2-3-4-5-6-7
–Get Cut-Off/Lose Dial Tone	1-2-3-4-5-6-7

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STEP	PROCEDURE
1.	Ask Customer if the trouble being reported on a DID or PBX Trunk?
2.	If the trouble is on a DID or PBX Trunk, as the Customer if they have determined which truck is in trouble? • If "YES" take your report on that DID or PBX Trunk. • If "NO" take your report on the Main DID or PBX Trunk and note in the "Trouble Type/Description" field of the Network Maintenance Request, that the Customer did not know which DID or PBX Trunk is in trouble.
3.	Ask the Customer if there is more than one (1) telephone set on the line being reported? If there is only one, continue taking trouble report.
4.	If there is **more** than one (1) telephone set on the line being reported, ask if the problem is on **all sets** or **only on one set**? • If the problem is on all sets on this line, continue taking the trouble report. • If the problem is only on one set on this line, refer the Customer to their CPE equipment vendor.
5.	Ask the Customer if the problem being reported happens on **all calls, only on calls to a specific number** or **on all calls to a specific Area Code**?
6.	If the problem is on **all calls** or **only calls to a specific number**, note this in the "Trouble Type/Description" field of your Network Maintenance Request (i.e., trouble on all calls, trouble only on calls to **NPA-NXX-XXXX** (Area code and telephone number).

MAINTENANCE REQUEST REFERRAL DECISION CHART

After your initial isolation of the Customer's trouble, use the following decision chart to determine where to refer your maintenance request:

TROUBLE ISOLATED TO:	**TROUBLE REFERRED TO:**
1. Residence Customer's telephone	Suggest Customer purchase a new telephone, cord, etc. set, cords, etc. at the store of their choice.
2. Business Customers telephone set, cords, etc.	Suggest Customer contact with their CPE equipment vendor.
3. Customer's inside wiring or jacks need repair and Northpoint has contracted for Premises-Wire on that line (and it is the type of repair covered by that agreement). **NOTE: Check your Premises Wire Agreement for covered repairs.**	Refer a Network Maintenance Request to the AIIS Maintenance Center via the Maintenance Interface, if available, or by calling the report to them. Dispatch authorization is not required.
4. Customer's inside wiring or jacks need repair and Northpoint has not contracted for Premises-Wire or the type of repair is <u>not</u> covered by that agreement. **NOTE: Check the Premises Wire Agreement for covered repairs.**	Instruct the Customer that it can do the repair or hire someone to do so, or Northpoint may perform the repair. Northpoint can authorize Ameritech to do it subject to the terms of the Premise Wire Agreement.
5. Customer's Long Distance Northpoint.	Instruct Customer to contact their Long Distance Northpoint.
6. Feature misuse/instruction:	Use section 3 of the Resale Products and Services Manual to instruct the Customer on the correct operation of features and feature interaction.
7. Feature does not work at all:	Refer a Network Maintenance Request to the AIIS Maintenance Center via the Maintenance Interface if available, or by calling the report to them. If the trouble is in the network, dispatch authorization may not be required.
8. Trouble in the network:	Refer a Network Maintenance Request to the AIIS Maintenance Center via the Maintenance Interface if available or by calling the report to them.

ATTACHMENT B

MTSS CREDIT CLAIM FORM

MTSS Credit Claim

DATE SUBMITTED:

Northpoint'S NAME: Northpoint'S BAN NO.:

CUSTOMER ADDRESS: Northpoint TEL NO.:

TEL. NO. OF THE AFFECTED LINE/AFFECTED FACILITY:

TYPE OF CLAIM (Check One)

OOS Credit Claim

Date/Time Interruption Reported to or Discovered by Reseller:
Date/Time Interruption Reported to or Discovered by Ameritech:
Date/Time Cleared:

Attach a copy of Reseller's records or Customer's's telephone bill evidencing Local Services its Customer subscribed to during Interruption and for which an OOS Credit is claimed.

New Service Credit Claim

Date/Time Reseller Received Application for New Service from its Customer:
Date/Time Order Received by Ameritech:
Date/Time Installed:

Missed Appointment Credit Repair Installation

Date/Appointment Window of Scheduled Appointment:
Date/Time Actual Appointment:

Listing Credit

Date/Time Order Received by Ameritech:
Date/Time Advance Listing Received by Ameritech:

For Installation Appointment Waiver:

Attach a copy of (1) Reseller's Customer's telephone bill evidencing (i) the monthly charges Customer incurred for the month in which the appointment was scheduled and (ii) the amount of the credit or waiver given to such Customer by Reseller or (2) evidence of direct payment to Customer of appropriate waiver or credit amount.

For Repair Appointment Credit:

Attach a copy of Reseller's records evidencing the services its Customer subscribed to during the month in which the Repair Appointment was scheduled and for which a Repair Appointment Credit is claimed.

For Listing Credit:

Attach a copy of (1) (A) Reseller's Customer's telephone bill evidencing (i) the monthly charges Customer incurred for the month in which the service order close date for the White Pages occurred and (ii) the amount of the credit given to such Customer by Reseller or (B) evidence of direct payment to Customer of appropriate credit amount, (2) the Electronic Service Order, if the order that established the Primary Listing was received by Ameritech via the Provisioning EI or, the Non-Electronic Service Order, if such order was received by Ameritech through other means, and (3) any correction or additions to Primary Listing(s) that Reseller provided to Ameritech's publisher prior to publication.

MTSS Credit Claim

THE FOLLOWING ITEMS MUST BE INCLUDED WITH EACH CLAIM:

1. Tariff reference or copy of the applicable tariff or contract charges underlying the Local Services or non-recurring charges for which a credit or waiver is requested; and

2. If Reseller is providing bundled Local Services to its Customer and/or is bundling Local Services with non-regulated services, the specific charges that are associated with each individual service or, if no such charges exist for an individual service, the charges paid by the Customer for the bundled Local Service minus the rates of the unbundled non-regulated services; and

3. A copy of Customer's telephone bill evidencing credit or waiver or evidence of direct payment to Customer of appropriate credit amount.

AMERITECH RESOLUTION/RESPONSE

DATE:_____
REP NAME:_____
ADJUSTMENT AMOUNT:_____ TEL NO:_____

COMMENT_____

BY SUBMITTING THIS MTSS CREDIT CLAIM TO AMERITECH, RESELLER CERTIFIES AND WARRANTS TO AMERITECH THAT THE INFORMATION CONTAINED HEREIN AND ATTACHED HERETO IS ACCURATE AND COMPLETE AS OF THE DATE SUBMITTED.

PROPRIETARY AND CONFIDENTIAL
SUBJECT TO NONDISCLOSURE AND USE RESTRICTIONS
OF APPLICABLE AGREEMENT

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

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

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

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

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

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

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

1.0 DEFINITIONS

In addition to the definitions set forth in **Schedule 1.2**, the following terms have the meanings specified below:

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

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

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

"Ancillary Services" or **"Ancillary Service Traffic"** includes Abbreviated Dialing 555 services and Information Services Traffic (including 976 services), CPP Cellular services and CPP Paging services.

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

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

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

"Provider" is the entity which offers an Ancillary Service to a Caller.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

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

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

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

2.2 Collection Services

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

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

When an account being treated for collection by Northpoint remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is

terminated, Northpoint may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer's bill.

2.3 Administration.

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

3.0 COMPENSATION TO Northpoint

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

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

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

5.0 SETTLEMENT WITH Northpoint

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

a. All charges due Northpoint under **Section 3.0** of this **Schedule 7.1**;

b. Amounts declared uncollectible as provided in **Section 7.0** of this **Schedule 7.1**;

c. Adjustments as provided in **Section 6.0** of this **Schedule 7.1**;

d. Taxes collected from end user.

Northpoint shall provide Ameritech with monthly reports of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and end user taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement is due to Ameritech by the fifth Business Day of every month. Payment amounts owed to Ameritech by Northpoint shall be due within thirty (30) days from the date of the monthly report. Late charges on past due amounts shall accrue interest at the rate set forth in **Section 11.6** of this Agreement.

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

6.0 ADJUSTMENTS

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

7.0 UNCOLLECTIBLES

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

8.0 TAXES

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

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

9.0 BLOCKING

Northpoint shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Northpoint shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in the Guidelines to the extent permitted by Applicable Law.

EXHIBIT A

COMPENSATION

Rate per billed message: $0.03

EXHIBIT B

GENERAL INFORMATION

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.

- Customers attempting to reach program from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.

- Adjustments - a dollar amount, either partial or full, that is credited to a Customer's account. The primary reason for adjustments is typically Customer's denying the call was made from their phone.

- Uncollectible - the amount of a caller's phone bill that has undeniable charges that have never been paid by the caller. Undeniable charges are determined by the state regulatory commissions and are typically Pay-Per-Call services. When a caller's service is being terminated for non-payment, the Pay-Per-Call charges are written off as uncollectible and passed back to the Information Provider. The remainder of the bill is what must be paid by the caller to reinstate their service.

- Access to 976 service is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a caller can be connected to parties other than the IP for the purpose of establishing a conference call.

- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.

- Collect and person-to-person calls to CPP/C and CPP/P are not allowed.

- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.

- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.

- Call Blocking will be provided only where CO facilities permit.

- Call Blocking may not be limited to specific programs.

- Call Blocking does not block calls to other telephone companies' numbers.

- Call Blocking does not block long distance charges.

- Northpoint reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's service.

- The first time an end user specifically disputes Pay-Per-Call charges, end user must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on end user's bill. Inform end user that the Information Provider may pursue collection of charges directly with end user.

- After the end user specifically disputes charges, inform end user that mandatory blocking will be established on end user's line and disputed amount is adjusted accordingly on end user's bill. Inform end user that the Information Providers may pursue collection of charges directly with end user.

- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., must be classified as an uncollectible adjustment and blocking should be established after first request.

- On the database, call adjustments granted as the result of poor transmission, call not completed or calls completed due to company failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).

- Blocking must be imposed on those Customers who refuse to pay legitimate Pay-Per-Call charges.

SCHEDULE 9.2.1

LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow Northpoint to access the following Loop types unbundled from Local Switching and Interoffice Transmission Facilities.

"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, Ameritech Unbundled Analog Loops.

"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, Ameritech Unbundled Analog Loops.

"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, Ameritech Unbundled Digital Loops (including ISDN).

"2-Wire ADSL-Compatible Loop" or **"ADSL 2W"** is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995 and AM TR--TMO-000123. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are available only where existing copper facilities can meet the ANSI T1.413-1995 specifications.

"2-Wire HDSL-Compatible Loop" or **"HDSL 2W"** is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops

are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 and AM-TR-TMO-000123 specifications.

"4-Wire HDSL-Compatible Loop" or **"HDSL 4W"** is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 and AM TR-TMO-000123. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

"4-Wire 64 Kbps Digital Loop" or "4-Wire 64 Digital" is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech's Central Office. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

"4-Wire 1.544 Mbps 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 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.

SCHEDULE 9.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

Ameritech's Network Interface Device (**"NID"**) is a Network Element that utilizes a cross-connect device to connect loop facilities to inside wiring.

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

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

SCHEDULE 9.2.3

SWITCHING CAPABILITY

1.0 Local Switching. The local switching capability of a Network Element (**"Unbundled Local Switching"**) is defined as:

(1) line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

(2) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

(3) all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

(a) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Ameritech's Customers, such as a telephone number, white page listing, and dial tone;

(b) access to operator services, directory assistance and 9-1-1;

(c) all other features that the switch provides, including custom calling, CLASS features and Centrex; and

(d) The customized routing functions that are required under this Agreement that are available from the switch.

Unbundled Local Switching may be subscribed to on a per port basis with the requirement of a minimum of one Unbundled Local Switching (**"ULS"**) trunk port. Each Centrex port must be associated with a Centrex Common Block.

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

2.0 Tandem Switching.

2.1 The Tandem Switching Capability Network Element is defined as:

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

(2) the basic switching function of creating a temporary transmission path that connects Northpoint's trunks to the trunks of Ameritech, IXCs, ICOs, CMRS, and other LECs interconnected to the Tandem Switch.

2.2 Interconnecting trunk types which can be switched include FGB, FGD, IMT, Access Toll Connecting Trunks and OS/DA. Signaling support includes MF and SS7 and any signaling conversions between these signaling formats.

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

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

(1) Routing of calls from an inbound trunk to an outbound trunk based on destination digits.

(2) Routing of Equal Access or Operator Service calls from an inbound trunk to an outbound trunk based on the CIC forwarded by the inbound trunk.

(3) Routing of calls based on queries to Ameritech's databases (e.g., 800, AIN and LRN).

2.5 Translations, screening, blocking, and route indexing are provided if technically feasible under the standard switching translations and screening in use in that switch. A request for translations, screening, blocking, route indexing other than what is available (i.e., features that the switch is capable of providing) in that switch will be provided where technically feasible as a Bona Fide Request. Ameritech will provide these features if technically feasible and upon agreement by Northpoint to pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the capability. Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

SCHEDULE 9.2.4

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Northpoint, as provided on this **Schedule 9.2.4**.

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

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

1.2. **"Unbundled dedicated entrance facility"** is a dedicated facility connecting (i) Ameritech's transmission equipment in an Ameritech Central Office with Northpoint's transmission equipment in Northpoint's Central Office and (ii) Ameritech's transmission equipment in an Ameritech Central Office with Carrier's transmission equipment designated by the Northpoint in an IXC POP, in each case for the purposes of providing Telecommunications Services.

1.3. Unbundled Shared Interoffice Transmission Facilities ("**Shared Transport**") provide Northpoint nonexclusive use of the features, functions and capabilities of Interoffice Transmission Facilities: (i) between a Northpoint-designated Ameritech End Office Switch and the Ameritech Tandem Switch which that End Office Switch subtends and (ii) which are shared by more than one Customer or carrier.

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

SCHEDULE 9.2.5

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1.0 Signaling Transfer Points.

A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

1.1. Technical Requirements.

1.1.1. STPs shall provide access to all other Network Elements connected to Ameritech SS7 network. These include:

1.1.1.1. Ameritech Local Switching or Tandem Switching;

1.1.1.2. Ameritech Service Control Points/Databases;

1.1.1.3. Third-party local or tandem switching systems; and

1.1.1.4. Third-party-provided STPSs.

1.1.2. The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the Ameritech SS7 network. This explicitly includes the use of the Ameritech SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the Ameritech SS7 network (i.e., transient messages). When the Ameritech SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3. If an Ameritech Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a Northpoint local switch and third party local switch, the Ameritech SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the Northpoint local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to the Ameritech STPSs, based on the routing instruction provided in each message.

1.1.4. STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

1.1.4.1. Signaling Data Link functions, as specified in ANSI T1.111.2:

1.1.4.2. Signaling Link functions, as specified in ANSI T1.111.3; and

1.1.4.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

1.1.5. STPs shall provide all functions of the signaling connection control part (**"SCCP"**) necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Northpoint or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on Ameritech STPSs.

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

1.1.7.1. MTP Routing Verification Test (MRVT); and

1.1.7.2. SCCP Routing Verification Test (SRVT).

1.1.8. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Northpoint or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Ameritech STPSs.

1.1.9. STPs shall be equal to or better than the following performance requirements:

1.1.9.1. MTP Performance, as specified in ANSI T1.111.6; and

1.1.9.2. SCCP Performance, as specified in ANSI T1.112.5.

1.2. Signaling Link Transport.

1.2.1. Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between Northpoint-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2. Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

1.2.3. Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

a) As an **"A-link"** which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and

b) As a **"D-link"** which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4. Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

a) An A-link layer shall consist of two (2) links.

b) A D-link layer shall consist of four (4) links.

1.2.5. A signaling link layer shall satisfy a performance objective such that:

a) There shall be no more than two (2) minutes down time per year for an A-link layer; and

b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7. Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the Northpoint-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

2.1. Toll Free Database Services.

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

When 800 Call-Routing service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed.

2.1.2. Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific 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).

2.1.3. Carrier Identification. Northpoint may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, Northpoint will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 2.1.1** above, with the 800 Carrier Identification service, no routing is performed.

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

2.1.4. Number Administration. Northpoint, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If Northpoint does not select NAS, Northpoint will perform the Responsible Organization service.

2.2. LIDB Database Service.

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

2.2.2. Billing information records include the Customer name, phone number security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response.

2.3. CNDS Database Service.

2.3.1. Caller ID identifies a calling party's telephone number through a switch-based feature installed in Ameritech's Central Office. CNDS is a CCIS/SS7 network based feature that accesses a CNDS database within the LIDB to provide a name associated with the calling party's telephone number. This service is provided using TR1188 protocol.

2.3.1. A Customer who subscribes to Caller ID with Name will 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.

2.3.1. Ameritech shall charge Northpoint for the CNDS Database Service in a similar manner to that which Ameritech charges Northpoint for the LIDB Database Service, including a per query charge.

2.4 Local Number Portability.

2.4.1 Ameritech's provision of LNP will utilize LRN switch software based on requirements developed by the workshop participants and concurred in by the Commission. These requirements are fully compliant with the principles adopted by the FCC in its First Report and Order, CC Docket No. 95-116 (the **"Number Portability Order"**). The detailed description and technical specifications for the planned LRN implementation can be found in various documents produced by the FCC Local Number Portability workshop.

2.4.2 Ameritech is fully prepared to provide LNP database access to Northpoint. However, in adopting its Number Portability Order, the FCC referred certain technical and other issues to the North American Numbering Council (NANC) and issued a further notice addressing the recovery of costs associated with LNP implementation. Until these activities are concluded, Ameritech cannot finalize product descriptions and rates for access to its LNP database. Nonetheless, Ameritech is willing to begin discussions with Northpoint to discuss Northpoint's access to Ameritech's LNP databases in lieu of constructing Northpoint's own.

2.5. Unbundled AIN Application Process.

2.5.1. 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.

2.5.2. Ameritech's Unbundled AIN (Advanced Intelligent Network) Applications Access service will be provided on a nondiscriminatory basis and enable Northpoint (whether it purchases unbundled switching capabilities from Ameritech or owns its own SSP (Service Switching Point)) to offer its Customers AIN services. Ameritech will make available existing AIN retail applications, as well as newly created services that Northpoint creates via the Ameritech AIN Service Creation Environment (SCE) Access service. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day to day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.5.3. Associated with the AIN SCP is a Service Creation Environment (SCE) and a Service Management System (SMS). Ameritech offers access to the Ameritech SMS and SCE capabilities via two (2) AIN offerings: AIN Service Creation Environment Access Service and AIN Service Management System Access Service.

2.5.4. Carriers will share the common AIN infrastructure components provided by Ameritech, such as a Service Control Point (SCP), a Signaling Transfer Point (STP), Service Management System (SMS), and, if Northpoint purchases Unbundled Switching from Ameritech, the

AIN Service Switching Point (SSP). Northpoint shall be responsible for assuring the compatibility of its AIN SSP software generics with the Ameritech AIN Applications and SCP software releases. Interconnection of the Northpoint SSP with the Ameritech SS7 network is required, and can be accomplished in a number of ways.

2.5.5. Activation of the desired application at the Ameritech SCP requires subscription by both the Northpoint and the end-user. In general, AIN operations require close cooperation between Ameritech and the Northpoint.

2.5.6. The SSP and SCP vendors provide logical capabilities which Ameritech uses to create each AIN service. The SSP and SCP vendors have no knowledge of the specific AIN Applications that Ameritech has created. Ameritech's AIN deployment is based on AIN 0.1.

3.1. AIN Service Creation Environment Access Service. Access to Ameritech's AIN service creation functionality will be provided in a nondiscriminatory manner to Northpoint to enable it to create new AIN services on Ameritech's network. If Northpoint has a new AIN service concept, it can utilize all or some of the features below to obtain a fully functional AIN service. Ameritech will furnish Northpoint with a list of AIN Applications and the switches on which such applications are available, including the software version of AIN on such switch type. The following is a list of AIN service creation functions available via this service offering. When this service is ordered by Northpoint, Northpoint shall be responsible for the steps described in **subsections 3.1.1** to **3.1.4**, if applicable, and Ameritech shall, subject to Northpoint's agreement to pay applicable charges specified in this Agreement, be responsible for the steps described in **subsections 3.1.5** to **3.1.10**.

3.1.1. Service Concept Description: The description of service idea should detail requirements such as: dialing patterns, information exchange, announcements, voice prompts, expected service management screens and reports, and CPE requirements. The AIN service creation functions made available to Northpoint must be the same ones Ameritech uses, subject to any third party restrictions Ameritech may be subject to.

3.1.2. Creation of Technical Specification: Translation of a new service description into a technical specification including engineering requirements for Ameritech's network. The technical specification must detail how the service interacts in the network, translated in network terms, should include any expected/anticipated feature interaction discrepancies, and will include the process flows on how the service traverses the network.

3.1.3. Service Logic Design: The development of service design from SCP perspective to include Algorithms, Data Structures and Flow Diagrams.

3.1.4. Service Logic Coding: Development of machine logic in the SCE to include tables, SIBBs, and other elements as necessary.

3.1.5. Service Logic Testing: Service logic testing isolated within the to SCE to ensure accuracy of compilation and code development and compliance with Ameritech's AIN environment.

3.1.6. SMS Interface Requirements: Development of Northpoint SMS interface access including screens, flow-through interface and reports. This is required to allow Northpoint to activate, update, modify, and administer Customer data associated with the new service.

3.1.7. Platform Access Logic Configuration: Service specific updates to global infrastructure required to enable new service. Includes modification of the access logic to enable a new service.

3.1.8. Service Integration Testing (SIL): Intensive laboratory testing of service in conjunction with all Ameritech Switch types and or provider switch types and generics (as necessary) to minimize potential feature interaction conflicts and negative network reactions. Resources must be made available to Northpoint on a nondiscriminatory basis.

3.1.9. Network Implementation: Conditioning of the SMS, SCP, SSP, or STP to accept service including network translations, signaling connectivity, dialing plans, and coordination of provisioning process.

3.1.10. Field Testing: Comprehensive controlled testing in a live switch environment, possibly at Northpoint's SSP location.

3.2. AIN Service Management System Access Service.

3.2.1. Access to Ameritech's AIN service management system functionality will be provided in a nondiscriminatory manner to Northpoint to enable it to manage AIN services located wholly within Ameritech's network (SCP & SSP) or to manage AIN services where the service logic is located within Ameritech's SCP and the Customer is served from Northpoint's AIN-compatible SSP. Upon request of Northpoint, Ameritech shall provide Northpoint the unbundled AIN Applications Access service product description and a list of existing Ameritech AIN applications.

3.2.2. The Service Management System (SMS) is the administration system for the service logic and data in the Advanced Intelligent Network (AIN) Service Control Point (SCP). The SMS contains the master copy of service level, subscriber level and subscription level data. The SMS also contains a copy of the service logic.

Logical access to the SMS will be managed by a set of programs designed by Ameritech. These programs provide security for the data that resides on the AIN platforms by allowing user access to only specific data that is appropriate to the Customer or carrier. Whether explicitly stated in this document or not, all access to the SMS is managed through these programs.

The only exceptions to managed access to SMS functionality are for the Ameritech Network Services organizations that administer the AIN platforms. They require direct access in order to appropriately administer the platforms.

Mediated access to SMS functionality will be provided through interface programs that will be developed for specific services. Northpoint will have access to all of the data that the service requires in order to administer that service for its Customers. This includes service level, subscriber level, and subscription level data as well as any reports and measurement data that is mutually agreed upon by Ameritech and Northpoint.

3.2.3. Service Logic. The SMS receives a copy of the service logic and service management logic from the Service Creation Environment (SCE) system. After population of specific network level and service level data, the SMS downloads a view of the service logic to the designated SCPs. The service management logic remains in the SMS to complement SMS utilities in the monitoring and administration of a specific service.

It is required that all of the Service Creation unit testing, System Integration Lab (SIL) testing and Network Deployment Testing has been completed.

It may be necessary for Northpoint to negotiate timing and supply service specific data before that service can be deployed in the appropriate SCPs. Ameritech, however, is totally responsible for service logic deployment and initial SCP memory load in its network. Northpoint will receive timing and supply of service specific data in a nondiscriminatory manner.

3.2.4. Service Administration. Service administration involves the management of service level data which the service logic requires for its execution. SMS supports the management of service specific common data. Any changes to the data representation of the Ameritech network, which impact one or more carrier services will be administered by Ameritech. Other Northpoint specific or service specific data changes will be identified and administered by Northpoint.

SCHEDULE 9.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1.0 Pre-Ordering, Ordering and Provisioning. Ameritech will use the Provisioning EI for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). However, the Access Services Request (ASR) interface will be used for the transfer of information concerning Network Elements ordered by Northpoint.

2.0 Maintenance and Repair. Ameritech will use the Maintenance EI described in **Section 10.13.3(a)** for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).

3.0 Billing. Ameritech will provide appropriate usage data to Northpoint to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

SCHEDULE 9.2.7

OPERATOR SERVICES AND DIRECTORY SERVICES

1.0 Operator Services. Operator Services consist of the following services.

1.1 Manual Call Assistance - manual call processing with operator involvement for the following:

(a) Calling card - the Customer dials 0+ or 0- and provides operator with calling card number for billing purposes.

(b) Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

(c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

(d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:

(1) assisting Customers requesting help in completing calls or requesting information on how to place calls;

(2) handling emergency calls;

(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 Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the Customer to the requested IXC's point of termination.

(f) BLV - Service in which operator verifies a busy condition on a line.

(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

1.2 Automated Call Assistance - mechanized call processing without operator involvement for the following:

(a) Automated calling card service (**"ACCS"**) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing 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.

1.3 Line Information Database (**"LIDB"**) Validation - mechanized queries to a LIDB for billing validation.

1.4 Database Access - To the extent technically feasible, Ameritech will provide access to databases used in the provisioning of Operator Services via Northpoint's Bona Fide Request.

2.0 Directory Assistance. Directory Assistance (**"DA"**) service shall consist of the following services.

2.1 Directory Assistance - those calls in which the Customer dial digits designated by Northpoint to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

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

2.3 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit (**"ARU"**) the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone. Information Call Completion is only available to Northpoint if it direct trunks its DA calls to Ameritech.

2.4 Upon request, and through a technically feasible arrangement, Ameritech will provide access to databases used in the provisioning of DA via Northpoint's Bona Fide Request at rates that recover Ameritech's costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having Northpoint's Telephone Exchange

Service DA listing in the area placed into Ameritech's DA database, or to enable Northpoint to read DA listing in the database so that Northpoint can provide its own DA service.

3.0 Rate Application. Ameritech shall bill Northpoint the applicable rates on a monthly basis, in accordance with the following methodology:

3.1 Manual Call Assistance - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.2 Automated Call Assistance (ACCS and AABS) - call occurrences multiplied by the per call occurrence rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.3 LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate. Total validation occurrences shall include all validations, whether or not the call is completed. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (**"OSCAS"**). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

3.4 BLV - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.5 BLVI - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.6 Lost Records. If Ameritech is responsible for lost, destroyed, or mutilated TOPS AMA recordings, Ameritech will not bill Northpoint for those calls for which there are no records. Likewise, Ameritech shall not be held responsible by Northpoint for lost revenue. However, if within ninety (90) days, actual data should become available, Ameritech will bill Northpoint for those calls using actual data.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Northpoint may order from Ameritech multiple individual Network Elements on a single order without the need to have Northpoint 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 and Northpoint provides on the order the same detail as required when such Network Elements are ordered individually.

1.2 Ameritech shall provide provisioning services to Northpoint Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Northpoint may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Northpoint requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of Northpoint's request, a cost-based rate for such services. If Northpoint accepts Ameritech's quote, Ameritech shall perform such provisioning services.

1.3 Ameritech shall provide a Single Point of Contact (**"SPOC"**) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements. The SPOCs shall provide an electronic interface 5:30 a.m. to 10:30 p.m., CST, Monday through Friday and 5:30 a.m. to 6:00 p.m., CST on Saturdays. Each SPOC shall also provide to Northpoint a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements.

1.4 Ameritech shall provide to Northpoint a single point of contact (the **"Unbundling Ordering Center"**) for ordering unbundled Network Elements. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Confirmation (FOC) to Northpoint as specified in this **Schedule 9.5**.

In addition, Ameritech shall provide to Northpoint a single point of contact (the **"Unbundling Service Center"**) for all provisioning, maintenance, repair, and cutover coordination. A telephone number will be provided from 6:30 a.m. to 12:00

a.m. CST Monday through Friday. Out of hours maintenance questions are handled by a **"Fold Down Center."**

1.5 Ameritech will recognize Northpoint as the Customer of Record of all Network Elements ordered by Northpoint and will send all notices, invoices and pertinent Customer information directly to Northpoint.

1.6 Ameritech will provide Northpoint with a FOC for each order within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Northpoint's ordered Network Elements features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion (the **"Committed Due Date"**), which Committed Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.

1.7 Upon work completion, Ameritech will provide Northpoint electronically with a completed order confirmation per order that states when that order was completed.

1.8 Ameritech will perform pre-testing of Network Elements in accordance with Ameritech's standards. At Northpoint's request, Ameritech will make available to Northpoint on a weekly batch basis any available test and turn-up results in support of the Network Elements ordered by Northpoint. Northpoint shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If Northpoint requests Ameritech to provide Northpoint with any test or turn-up results which Ameritech does not then generate, Northpoint shall request such results through the Bona Fide Request process.

1.9 As soon as identified, Ameritech shall provide notification electronically of Northpoint orders that are incomplete or incorrect and therefore cannot be processed.

1.10 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for a Network Element. Ameritech shall indicate its new Committed Due Date as soon as such date is available.

1.11 Ameritech shall provide to Northpoint upon request:

(a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;

(b) a listing by street address detail, of the service coverage area of each switch CLLI;

(c) when available, all engineering design and layout information for each Network Element; provided that Northpoint shall pay Ameritech for the costs incurred by Ameritech to provide Northpoint with copies of such information;

(d) a listing of all technically available functionalities for each Network Element; and

(e) advanced information on the details and requirement for planning and implementation of NPA splits.

1.12 Promptly after the Effective Date, at Northpoint's request Ameritech shall provide Northpoint an initial electronic copy of the following information:

(a) Street address verification;

(b) Switch identification by service address; and

(c) Switch feature verification.

Electronic updates to such information shall be provided monthly to Northpoint as changes are made to such information.

1.13 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, Northpoint and Northpoint's Customer, Northpoint shall be responsible for any necessary coordination with the Northpoint Customer.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Northpoint shall access Ameritech's Unbundled Local Loops via Collocation at the Ameritech Central Office where that element exists and each Loop shall be delivered to Northpoint's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Northpoint access to its unbundled Loops at each of Ameritech's Central Offices. In addition, if Northpoint requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to Northpoint. If, however, no spare physical Loop is available, Ameritech shall within 2 Business Days of Northpoint's request notify Northpoint of the lack of available facilities. Northpoint may then at its discretion make a

Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s).

2.1.3 If Northpoint orders a Loop type and the Loop facility that exists at the time of such order does not meet the technical specifications or characteristics of the Loop type requested, Northpoint shall compensate Ameritech for its costs incurred to condition or modify such Loop facilities.

2.1.4 Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under **Sections 2.1.2** and **2.1.3** of this Schedule.

2.2 Provisioning of Unbundled Loops.

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

2.2.1 Northpoint shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **"Service Order"**) using the electronic interface described on **Schedule 9.2.6**. Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Northpoint the FOC that sets forth the Committed Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Except as otherwise provided herein, Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech and Northpoint shall coordinate to designate, at least forty-eight (48) hours prior to the Committed Due Date, a scheduled conversion date and time (the **"Scheduled Conversion Time"**) in the **"A.M."** (12:00 midnight to 12:00 noon) or **"P.M."** (12:00 noon to 12:00 midnight) (as applicable, the **"Conversion Window"**).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **"New Conversion Time"**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

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

2.2.5 Ameritech shall test for Northpoint dial-tone (**"Dial Tone Test"**) at Ameritech's MDF for Northpoint's Virtual Collocated equipment or Physical Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled Time, as applicable). Ameritech shall perform the Dial Tone Test at no charge for one Contract Year. Thereafter, Ameritech shall recover from Northpoint for Dial Tone Test on a time and materials basis any costs (as defined in Section 252(d) of the Act) for providing such Dial Tone Test.

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 Northpoint Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If Northpoint has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard **"electronic bonding"** interface (EBI) and are handled by the Ameritech Unbundling Service Center (**"USC"**). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

3.0 Network Interface Device Capability.

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

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

(a) Where an adequate length of inside wire is present and environmental conditions permit, Northpoint may remove the inside wire from Ameritech's NID and connect that wire to Northpoint's NID;

(b) Enter the Customer access chamber or **"side"** of **"dual chamber"** NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable **"punch-out"** hole of such NID enclosures;

(c) Enter Ameritech's loop terminal enclosure located at a multiple dwelling unit (**"MDU"**) for the purpose of accessing Customer premises inside wire and extending such wire to Northpoint's own adjoining NID; or

(d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Northpoint, its agent, the building owner or the Customer).

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

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

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

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

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

4.0 Unbundled Local Switching

4.1 Access to Unbundled Local Switching.

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

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

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

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

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

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

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

4.2 Provisioning of Unbundled Local Switching.

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

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

4.2.2 Northpoint shall request the development and establishment of a custom routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, Northpoint may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established or (b) offer the Customer resale on an interim basis.

4.2.3 Ameritech and Northpoint shall coordinate to designate, at least forty-eight hours prior to the Committed Due Date, a scheduled conversion date and time (the "Scheduled Conversion Time") in the "A.M." (12:00 midnight to 12:00 noon) or "P.M." (12:00 noon to 12:00 midnight) (as applicable, the "Conversion Window").

4.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

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

4.2.5 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the Northpoint Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

4.2.6 When ordering Unbundled Local Switching, Northpoint may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

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

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

4.2.9 Ameritech shall provide to Northpoint equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to Ameritech's retail Customers.

4.3 Tandem Switching.

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

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for Northpoint at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to Northpoint on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

5.0 Interoffice Transmission Facilities.

5.1 Northpoint shall access Ameritech's Interoffice Transmission Facilities via Collocation at the Ameritech Central Office where that element exists and each DSX or OCN circuit will be delivered to Northpoint's Collocation space for an additional charge by means of a Cross-Connection.

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

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

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

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

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

5.3.2 The following optional features are available; if requested by Northpoint, at additional cost:

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

5.3.2.2 Ameritech provided Central Office multiplexing:

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128, 256, 384 Kbps Transport multiplexing.

5.3.3 If requested by Northpoint, the following are available at an additional cost:

5.3.3.1 1+1 Protection for OC3, OC12 and OC48.

5.3.3.2 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

5.3.3.3 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

5.4 Ameritech shall:

5.4.1 Provide Northpoint exclusive use of Interoffice Transmission Facilities dedicated to Northpoint in the case of Dedicated Transport, or non-exclusive access to the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Northpoint, in the case of Shared Transport;

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

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

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

5.5 Technical Requirements.

This **Section 5.5** sets forth the technical requirements for Dedicated Transport:

5.5.1 When Ameritech provides Dedicated Transport as a facility, the entire designated transmission facility (e.g., DS1, DS3) shall be dedicated to Northpoint designated traffic.

5.5.2 Ameritech shall offer Dedicated Transport in all the currently available technologies including DS1 and DS3 transport facilities and SONET point-to-point transport facilities, at all standard transmission bit rates, except subrate services, where available.

5.5.3 For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office **"CI to CO"** connections in the applicable technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

5.5.4 For DS3 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office **"CI to CO"** connections in the applicable technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

5.5.5 When requested by Northpoint, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. When physical diversity is requested by Northpoint, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Northpoint). Any request by Northpoint for diversity shall be subject to additional charges.

5.5.6 Upon Northpoint's request and its payment of any additional charges, Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, Northpoint's traffic.

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

5.5.7.1 DS1 (Extended SuperFrame - ESF, D4);

5.5.7.2 DS3 (M13 shall be provided);

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

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

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

5.6 Shared Transport

5.6.1 Shared Transport will be dedicated to a group of two or more telecommunications carriers, including Northpoint. As a group, the telecommunications carriers must order an entire facility. In addition, one requesting telecommunications carrier must be assigned as the telecommunications carrier of record (**"Primary Carrier"**) for purposes of testing, provisioning, and maintaining the element.

5.6.2 **"Secondary Carriers"** shall refer to a telecommunications carrier with whom the Primary Carrier has negotiated the shared arrangement. Secondary Carriers must have a different Access Carrier Name Abbreviation (ACNA) than the Primary Carrier.

5.6.3 Requests to establish, change, or discontinue Shared Transport will be accepted only from the Primary Carrier, or from a Secondary Carrier provided such Secondary Carrier has a letter of authorization from the Primary Carrier. In the event a

Secondary Carrier wishes to discontinue its connection to the unbundled element, the Primary Carrier assumes responsibility for the vacant channels.

5.6.4 All nonrecurring charges for the element will be billed to the Primary Carrier. Recurring rates will be allocated among the members of the group sharing the unbundled element. The Primary Carrier will provide any shared information to Ameritech, and will update the information as necessary.

6.0 Signaling Networks and Call-Related Databases

6.1 Signaling Networks.

6.1.1 If Northpoint purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide Northpoint access to Ameritech's signaling network for each of Northpoint's switches when Northpoint uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit Northpoint to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.2 If Northpoint has its own switching facilities, Ameritech shall provide Northpoint access to STPs to each of Northpoint's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an **"A"** link from Northpoint's switch to Ameritech's STP, or linking Northpoint's switch to its own STP and then connecting that STP to Ameritech's STP via a **"B"** or **"D"** link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of Northpoint's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that Northpoint's switch is compatible with Ameritech's SS7 network;

- Certification that Northpoint's switch is compatible with Ameritech's AIN SCP;

- Certification that Northpoint's switch is compatible with a desired AIN application residing on Ameritech's SCP;

- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by Northpoint, so that Ameritech can provide sufficient SS7 resources for Northpoint and all other Northpoints;

- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all Northpoints;

- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and

- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide Northpoint access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If Northpoint purchases Unbundled Local Switching, Northpoint may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If Northpoint has deployed its own switch, and has linked that switch to Ameritech's signaling system, Northpoint shall be given access to Ameritech's SCP in a manner that allows Northpoint to provide any call- related, database-supported services to Customers served by Northpoint's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide Northpoint access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;

- Agreements on handling maintenance and troubleshooting related to AIN services;

- Usage forecasts provided by Northpoint so that Ameritech can provide sufficient resources for other Northpoints, and capabilities to ensure that the Parties abide by such forecasts;

- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;

- Procedures to verify proper deployment of each service in the network; and

- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and Customers.

6.3 Service Management Systems.

6.3.1 Ameritech shall provide Northpoint with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System (**"SMS"**). In addition, Ameritech shall provide Northpoint equivalent access to the SMS to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access to the SMS will be provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if Northpoint inputs magnetic tapes, or through an electronic interface equivalent to that used by Northpoint). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

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

7.0 Operations Support Systems Functions

7.1 Ameritech shall provide Northpoint access to, and Northpoint shall use the, Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide Northpoint access to and Northpoint shall use the functionality of any internal gateway systems Ameritech employs in performing the OSS functions described in **Schedule 9.2.6** for its own Customers. A **"gateway system"** means any electronic

interface Ameritech has created for its own use in accessing support systems for providing any of such OSS functions.

8.0 Operator Services and Directory Services.

8.1 Ameritech shall provide Northpoint access to Ameritech's Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services (**"OS"**) and Directory Assistance (**"DA"**) to Northpoint in conjunction with Telephone Exchange Service provided to Northpoint 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 Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Northpoint and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 Northpoint will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. Northpoint is responsible for delivering its OS and DA traffic to Ameritech's operator service switch. Specifically, Northpoint 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 Northpoint will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable Northpoint to deliver its OS or DA traffic to the operator service switch most closely located to the Northpoint's NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Northpoint has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 Northpoint is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

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

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from Northpoints of its Telephone Exchange Service so that Northpoint can provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to Northpoint. In either case, Northpoint is required to obtain any required custom routing and obtain and/or to provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request of Northpoint, Ameritech shall provide access to Northpoint of the name, address and telephone directory information of Ameritech's Telephone Exchange Service Customers so that Northpoint can provide its own DA Service. Access to such listings shall be provided on the terms and conditions set forth in a separate listings license agreement between the parties.

8.11 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling Northpoint to provide its own OS or DA service. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by Northpoint to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.12 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit Northpoint 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 Northpoint to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.13 Access of Northpoints and Northpoint to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other Customers of its DA and OS services.

8.14 Northpoint will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information.

8.14.1 To the extent that Northpoint does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter Northpoint's surcharge rates into Ameritech's rate tables, and will charge Northpoint for changing those tables at the rates then charged by Ameritech for such service.

8.14.2 For DA services, Northpoint will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

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

8.15 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon Northpoint's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, Northpoint must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving Northpoint's Customers.

8.16 Branding: Re-branding is available as follows:

(a) Mechanized front-end branding is available for all manual and automated OS calls.

(b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.

(c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.

(1) Such calls can be manually handled and branded.

(2) If Customer desires mechanized branding, the feature can be installed if Northpoint pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from Northpoint, and as technically feasible, Ameritech will re-brand OS and DA traffic from Northpoint's telephone exchange lines, or to Northpoint's unbundled OS or DA network element. Re-branded service requires that Northpoint arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate

trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable facilities.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.17 Northpoint grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Northpoint under this Agreement will be maintained by Ameritech only for providing DA information, and will not be disclosed to third parties. Nothing in this Agreement shall prohibit Ameritech and Northpoint from entering into a separate agreement which would allow Ameritech to provide or sell Northpoint's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of such separate agreement.

8.18 Ameritech will supply Northpoint with call detail information so that Northpoint can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

SCHEDULE 9.10

NETWORK ELEMENT PERFORMANCE ACTIVITIES

A. Non-DS1 Loops-Standard Intervals

Volume*	Interval
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

1.	Facilities Available	7 Business Days
2.	Facilities or Force Not Available	Negotiated Interval

C. DS3-Unbundled Local Transport Negotiated Interval

D. OC-N-Unbundled Local Transport Negotiated Interval

SCHEDULE 10.1
RESALE SERVICES

The Resale Services provided hereunder and the rates for such Resale Services by Ameritech are those Telecommunications Services set forth in the Resale Tariff(s).

SCHEDULE 10.9.2

RESALE PERFORMANCE BENCHMARKS

A. Installation

1. Installation Intervals

a. POTS

(1) Percentage Installed on Time

(2) Installation Interval More Than Six (6) Business Days

b. HICAP: Percentage of Missed Appointments

c. SUBRATE: Percentage of Missed Appointments

2. New Service Failures

a. POTS: Percentage of New Service Failures During First Seven (7) Calendar Days from Installation Date

b. HICAP: Percentage of New Service Failures During First Thirty (30) Calendar Days from Installation Date

c. SUBRATE: Percentage of New Service Failures During First Thirty (30) Calendar Days from Installation Date

B. Repair

1. Time to Repair

a. POTS: If and as required by the Commission, out-of-service in excess of twenty-four (24) hours

b. HICAP: Percentage of Repairs Not Completed within two (2) hours

c. SUBRATE: Percentage of Repairs Not Completed within three and one-half (3½) hours

2. Percentage of Initial Trouble Reports

3. Percentage of Code 4 Troubles

C. Time to Provide Firm Order Confirmation

1. Switched Services: Percentage of Firm Order Confirmations Provided to Northpoint within four (4) Business Days Receipt of accurate and valid Service Order.

2. HICAP Services: Percentage of Firm Order Confirmations Provided to Northpoint within One (1) Business Day of Receipt of accurate and valid Service Order.

D. Speed of Answer - Measured on an aggregate basis of all calls placed to:

1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds.

2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.

3. Operator Services: Toll Assistance Speed of answer (seconds).

4. Operator Services: Directory Assistance Speed of answer (seconds).

SCHEDULE 10.11.1

FORM OF REPRESENTATION OF AUTHORIZATION [1/]

This Representation of Authorization is delivered by Party A, a _____ corporation with offices at _____ _____ ("**Party A**") to Party B, a _____ corporation with offices at _____ _____ **("Party B")** pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of December __, 1998 by and between the Parties (the **"Interconnection Agreement"**). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

Party A hereby represents to Party B, for purposes of obtaining a Customer's Customer Proprietary Network Information (**"CPNI"**) or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Party A, Party A acknowledges that it must obtain written authorization in the form of a signed letter (**"Letter"**) that explicitly authorizes Party A to have access to the prospective Customer's CPNI. The Letter must be signed by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, Party A must submit to Party B the Letter. If Party A cannot provide a Letter, then Party B shall not provide CPNI to Party A.

2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Party A acknowledges that it must obtain (i) a Letter or (ii) authorization through other means permitted by Applicable Law that governs a PLEC change (**"Documentation of Authorization"**), in each case that explicitly authorizes Party A to change such Customer's PLEC and provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. Party A need not submit the Documentation of

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[2/] For purposes of this **Schedule 10.11.1**, **"Party A"** means the carrier requesting access to a prospective Customer's CPNI and **"Party B"** means the Party that provides the CPNI. As provided in **Section 10.11.1**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 10.11.1**.

Authorization to process a service order. However, Party A hereby represents that it will not submit a service order to Party B unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

3. The Documentation of Authorization must clearly and accurately identify Party A and the prospective Customer. Party B will only disclose CPNI to agents of Party A identified in the Letter or Documentation of Authorization.

4. Party A acknowledges that if the PLEC of its prospective Customer is a carrier other than Party B, Party B may have incomplete, inaccurate or no CPNI on such prospective Customer. In such cases, Party A agrees that it, and not Party B, has the sole obligation to request the CPNI of such prospective Customer from that Customer's PLEC.

5. Party A shall retain all Documentation of Authorization in its files for as long as Party A provides Telephone Exchange Service to the Customer or for as long as Party A makes requests for information on behalf of the Customer.

6. Party A shall make Documentation of Authorization available for inspection by Party B during normal business hours. In addition, Party A shall provide Documentation of Authorization for Customers or prospective Customers to Party B upon request.

7. Party A is responsible for, and shall hold Party B harmless from, any and all Losses resulting from Party B's reliance upon Party A's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Party B or placing a service order with Party B for Telephone Exchange Service. In addition, Party A acknowledges that Party B makes no representation or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Party B shall have no liability to Party A in connection therewith.

8. If Party A fails to abide by the procedures set forth herein, Party B reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.

9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this day of _____ 1998

PARTY A

By:_____
Title:_____
Printed Name:_____

SCHEDULE 10.11.2

PROCEDURES FOR THE SELECTION OF PRIMARY LOCAL EXCHANGE CARRIERS

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

- notify Ameritech to change the Customer back to the Local Exchange Carrier that provided service to the Customer before the change to Northpoint was made, and

- provide any information and billing records Northpoint has obtained relating to such Customer to the prior carrier; and

- pay Ameritech $50.00 per line to compensate Ameritech for switching the Customer back to the original carrier.

Any Customer (of Ameritech or Northpoint) may request Ameritech to permit changes of PLEC only upon password-based notification to Ameritech that such Customer wishes to change its PLEC. In such a situation, Ameritech will not change such Customer's PLEC without such password-based notification.

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

1.0 Introduction. Consistent with Applicable Law, it is necessary for Northpoint and Ameritech to provide interface requirements to allow Northpoint to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (**"Law Enforcement Process"**). The Law Enforcement Process will enable Northpoint to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire trap, wire trace, fraud control, physical security and subpoena management.

2.0 Law Enforcement. Definition - The Law Enforcement Process assures that Northpoint (as a Northpoint of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When Northpoint must initiate a wire trap or trace as a result of its Customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. Northpoint (the Northpoint) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency's name, officer's name and case or report number.

3.2.2. Northpoint shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of Northpoint Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. Northpoint shall contact the AACB to renew the trap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to Northpoint a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, Northpoint shall advise its Customer to contact its local Law Enforcement Agency and to provide Northpoint with required information to initiate a trap or call trace. Northpoint will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Northpoint shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide Northpoint representatives with an emergency security contact number.

3.2.7. Northpoint's Customer must contact Northpoint with the dates and times of the unwanted calls. Northpoint shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to Northpoint informing Northpoint of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that Northpoint provided to the AACB. Northpoint shall inform its Customer of the results of the investigation.

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

4.0 Wire Intercept.

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of Northpoint Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the Northpoint Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1. Definition - Requests from law enforcement agencies to conduct a **"form"** of identifying calls dialed by Northpoint Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not

overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept **Section 4.1**.

6.0 Trace.

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the Northpoint Customer (via Northpoint) or court order, law enforcement officials request a record of calling numbers to the premises of the Northpoint Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Northpoint direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding Northpoint Customers. If the law enforcement agency serves Northpoint the original subpoena, Northpoint shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify Northpoint of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to Northpoint's Customers are pending further discussions with Ameritech.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. Ameritech shall provide repair, maintenance, and testing (except for unbundled Loops as provided in **Section 9.9.1**), for all Resale Services in accordance with the terms and conditions of this **Schedule 10.13**.

2. Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from Northpoint Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is a Northpoint Customer or an Ameritech Customer.

3. Ameritech shall provide Northpoint with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to Northpoint under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide Northpoint notice of any scheduled maintenance activity which may impact Northpoint's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other Northpoints and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact Northpoint Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise Northpoint promptly of any such actions it takes.

5. If service is provided to Northpoint Customers before the Maintenance EI is established between Northpoint and Ameritech, Northpoint will transmit repair calls to Ameritech repair bureau by telephone.

6. Ameritech repair bureau, including the Maintenance EI to be established, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide Northpoint a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Ameritech shall provide progress reports and status-of-repair efforts to Northpoint upon request, and at a frequency interval to be agreed upon by the Parties. Ameritech shall inform Northpoint of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by Northpoint to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and shall use the form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to Northpoint Customer premises shall be accomplished by Ameritech pursuant to a request received from Northpoint. The gateway provided by Ameritech for the Maintenance EI shall allow Northpoint to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

10. Upon receiving a referred trouble from Northpoint, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet a Northpoint expedited request, Ameritech will notify Northpoint.

11. The Implementation Plan will establish a process for disaster recovery that addresses the following:

(a) Events affecting Ameritech's network, work centers and Operational Support Systems functions;

(b) Establishing and maintaining a single point of contact responsible for disaster recovery activation, statusing and problem resolution during the course of a disaster and restoration;

(c) Procedures for notifying Northpoint of problems, initiating restoration plans and advising Northpoint of the status of resolution;

(d) Definition of a disaster; and

(e) Equal priority, as between Northpoint Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

The Provisioning EI will provide Northpoint with the ability to:

a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:

- Billing telephone number/name/address
- Service Location Address
- Working telephone number(s) on the account
- Existing service and features
- Blocking
- CLASS Features
- Telephone Assistance Programs, Telephone Relay Service and similar services indicator
- Special Exemption Status indicator
- Directory Listing Information
- Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.

b) Obtain information on all features and services available;

c) Enter the Northpoint Customer order for all desired features and services;

d) Assign a telephone number (if the Northpoint Customer does not have one assigned);

e) Establish the appropriate directory listing;

f) Determine if a service call is needed to install the line or service;

g) Schedule dispatch and installation, if applicable;

h) Provide installation dates to Customer;

i) Order local intraLATA toll service and enter Northpoint Customer's choice of primary interexchange carrier on a single, unified order; and

j) Suspend, terminate or restore service to a Northpoint Customer.

Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, Northpoint shall be entitled to place orders to transfer a Customer to Northpoint without identifying the specific features and services being subscribed by such Customer at the time of the request **("Migration-As-Is")**. However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Northpoint may request that the standard interval for provisioning will be expedited if Ameritech's standard intervals do not meet the Northpoint Customer's requested due date. Orders will be expedited by Ameritech on the same basis as it expedites orders for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet a Northpoint expedite request, Ameritech will notify Northpoint.

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

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

1. Northpoint may request to reserve additional space in an Ameritech Central Office in which the Northpoint has (or is ordering) 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 Ameritech by Northpoint in the particular Central Office.

4. The reservation takes a priority based on the time at which it is made.

5. If Ameritech receives an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) that when considering all higher priority reservations, still represent(s) available space sufficient to fill the order(s) for Physical Collocation (each, an **"Option Party"**) will be given written notice of its (their) option of "enforcing" or relinquishing its (their) reservation(s).

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

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

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after

subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

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

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service -- including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.

- The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.

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

SCHEDULE 12.9.3

COLLOCATION CAPACITY PLANNING

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

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 Collocation space from Ameritech, Northpoint shall send written verification that it still requires each Collocation space requested on Northpoint's application for which space is available. This written verification is Northpoint's firm order for service for each Collocation space requested. Subject to **Section 1.3** below, Northpoint's written verification shall be accompanied by Northpoint's payment of forty percent (40%) of all applicable Central Office Build Out (**"COBO"**) fees (the **"Initial COBO Payment"**). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date.

1.2 So long as Northpoint has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of Northpoint's request for Collocation pursuant to **Section 12.12**, Northpoint shall pay the COBO charges as follows:

Initial COBO Payment:	40% of COBO charges
Delivery by Ameritech of confirmation that construction of space is fifty percent (50%) complete:	40% of COBO charges
Completion of space conditioning:	20% of COBO charges

1.3 If Northpoint's credit rating is not satisfactory within the aforementioned period, Northpoint shall pay Ameritech the COBO charges in accordance with the provisions of 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 Northpoint will be responsible for any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of Northpoint's equipment and for extraordinary costs to maintain the Collocation space for Northpoint's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial

power facility, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Ameritech will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs plus contribution will be provided to Northpoint prior to commencing such work. Extraordinary costs will only be billed to Northpoint if such costs have been authorized by Northpoint. Ameritech must advise Northpoint if extraordinary costs will be incurred within ten (10) Business Days after Northpoint's walkthrough. Otherwise, Northpoint will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walkthrough referred to in **Section 12.12.2(b)**, Ameritech shall provide to Northpoint with any information in its possession relating to Northpoint's requirements for the space. Within ten (10) Business Days after the initial walkthrough, Ameritech shall provide to Northpoint a written proposal that details the associated requirements and the applicable charges required to meet Northpoint's specific request and the expected service date. Northpoint shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to Ameritech. The Northpoint will sign and return the proposal within a reasonable time as delay may jeopardize the due date. Upon receipt of Northpoint's signed proposal, Ameritech will begin the work and charge Northpoint 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%).

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

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

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

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, Northpoint shall obtain Ameritech's written approval of Northpoint's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Ameritech may request additional information before granting approval and may require scheduling changes. Northpoint must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect Northpoint'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 Northpoint is found to be in non-compliance with the terms and conditions of this Schedule,

Northpoint must modify its installation to achieve compliance. Ameritech will notify Northpoint in advance of such inspections, and Northpoint shall have the right to be present at the time of the inspection.

3.0 Delivery of Virtual Collocation Space

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

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

3.3 Ameritech shall follow established escalation and expedite requests for maintenance of intra-office facilities.

3.4 Ameritech and Northpoint shall jointly develop procedures for notifying Northpoint when environmental and power alarms are activated.

3.5 Ameritech shall allow Northpoint to perform circuit pack changes while under escort by an Ameritech employee. Ameritech will provide an escort within one (1) hour of Northpoint's request. Northpoint agrees to pay for such escort service based upon Ameritech's standard hourly rates for the type of personnel selected by Ameritech to act as the escort.

3.6 Ameritech shall allow change notices and intrusive maintenance (e.g., extensive trouble shooting and repair that goes beyond circuit pack change outs) to be performed by the equipment vendor under contract to Northpoint.

3.7 Ameritech shall allow Northpoint employees to install updates, including software updates and perform routing maintenance while under escort by an Ameritech employee. The escort request will be made 2 weeks in advance of the routine maintenance. Northpoint agrees to pay for such escort service based upon Ameritech's standard hourly rates for the type of personnel selected by Northpoint to act as the escort.

3.8 Should Northpoint choose to use Ameritech personnel (on a standard or emergency basis), Ameritech shall use the latest documentation provided by Northpoint in either hard copy or electronic form when performing work on Northpoint equipment. Additionally, Ameritech shall follow applicable Northpoint guidelines when working on Northpoint equipment.

SCHEDULE 12.15

COMMON REQUIREMENTS

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

1. Ameritech shall provide to Northpoint any intraoffice facilities that Northpoint requests and that Ameritech provides by tariff or contract to any carrier.

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

3. Northpoint may provide basic telephone service with a connection jack for the Collocated space.

4. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Northpoint'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. Where available and consistent with reasonable security restrictions, Ameritech shall provide access 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 Northpoint personnel and its designated agents.

6. Ameritech shall provide all ingress and egress of fiber cabling to Northpoint Collocated spaces in compliance with Northpoint'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. Northpoint will pay any additional costs incurred by Ameritech to meet any special diversity requirements of Northpoint which are beyond those normally provided by Ameritech.

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

8. Northpoint shall not be required by Ameritech to relocate its equipment during the Initial Term or any Renewal Term. If Northpoint, at Ameritech's request, agrees to relocate its equipment, then Ameritech shall reimburse Northpoint for any and all costs reasonably associated with such relocation.

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

10. Subject to space limitations and Northpoint's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet Northpoint's reasonable needs for placement of equipment, Interconnection, or provision of service.

11. Both Northpoint's power equipment and Ameritech power equipment supporting Northpoint'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.

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

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

14. Ameritech shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

15. Within ten (10) Business Days after the initial walkthrough, Ameritech shall provide Northpoint with a copy of any existing drawings showing Northpoint's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary Northpoint 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 Ameritech charges other Telecommunications Carriers for the provision of the foregoing drawings and information, Northpoint shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide Northpoint with the foregoing drawings and information.

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

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

1. Subject to space limitations and Northpoint's compliance with the applicable request process and payment requirements for the space, Ameritech shall provide space, as requested by Northpoint, to meet Northpoint's needs for placement of equipment necessary for Interconnection and access to Network Elements.

2. Ameritech shall allow requests for contiguous space in increments of 100 ft^2 if the space is not subject to outstanding requests by other Telecommunications Carriers.

3. Other than reasonable security restrictions, Ameritech shall place no restriction on access to the Northpoint Collocated space by Northpoint's employees and designated agents. Such space shall be available to Northpoint 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 Ameritech places on its own personnel or independent contractors.

4. For each building in which Collocated space is provided and upon request by Northpoint for that building, 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 in such form as agreed to by the Implementation Team. Northpoint may provide this questionnaire with its request for Collocation and Ameritech shall return it or the applicable certification to Northpoint within ten (10) Business Days after Ameritech's receipt thereof.

5. Ameritech shall permit Northpoint to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Northpoint's work center; provided, however, that no such Northpoint-installed equipment shall interfere with the existing use of the Central Office.

6. Ameritech shall construct the collocated space in compliance with Northpoint's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Northpoint at prices to be determined.

7. Ameritech shall provide Northpoint two options to receive power for its collocation space. When ordering Physical Collocation, Northpoint shall specify that Ameritech provide Central Office power to Northpoint either (i) from an Ameritech BDFB to the Northpoint's equipment bays or (ii) in the form of fused power feeds from Ameritech's main power distribution board to Northpoint's BDFB located in the designated Northpoint equipment area. The power feeders

(cables) shall efficiently and economically support the requested quantity and capacity of Northpoint equipment. The termination location shall be as mutually agreed upon by the Parties. If Northpoint chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power.

8. Ameritech power equipment supporting Northpoint's equipment shall:

(a) Provide appropriate Central Office ground, connected to a ground electrode located within the Northpoint collocated space, at a level above the top of Northpoint's equipment plus or minus two (2) feet to the left or right of Northpoint's final request; and

(b) Provide feeder capacity and quantity to support the ultimate equipment layout for Northpoint equipment upon completion of the equipment node construction in accordance with Northpoint's request for Collocation.

9. Ameritech shall within ten (10) Business Days after the initial walkthrough provide Northpoint with documentation submitted to and received from contractors for any work being done on behalf of Northpoint that will be billed as extraordinary expenses.

10. Ameritech shall secure external access to the Physical Collocation space in its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's transmission equipment.

11. Ameritech shall within thirty (30) days of the Service Start Date provide to Northpoint (i) work restriction guidelines related to any restrictions on the manner in which a Northpoint contractor can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the collocation of equipment in Ameritech's Premises. Northpoint acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify Northpoint in a timely manner of any changes to such work restriction and technical guidelines.

PRICING SCHEDULE — OHIO[2/]

1. -- 9-1-1 Service

See Exhibit PS-I

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2. -- Reciprocal Compensation/Transit Service Charge

2.1 Reciprocal Compensation

2.1.1 End Office Local Termination	$0.004157 per minute
2.1.2 Tandem Switching	$0.000865 per minute
2.1.3 Tandem Transport Termination	$0.000231 per minute
2.1.4 Tandem Transport Facility Mileage	$0.000008 per minute/mile[3/]

2.2 Transit

2.2.1 Transit Tandem Switching	$0.004480 per minute

2/ The rates, prices, and charges set forth herein are proxy rates agreed upon by the Parties as interim rates (the "Interim Rates") and shall be applicable until replaced by the rates, prices and charges established by the Commission in 96-922-TP-U.C. and/or such other docket identified by the Commission to set rates, prices and charges applicable to this Agreement. The Parties agree to substitute the Interim Rates with those rates, prices or charges established by the Commission in 96-922-TP-U.C.; provided that if the (i) rates, prices and charges established by the Commission in 96-922-TP-U.C. are different that the applicable Interim Rates, the Parties shall "true-up" such rates, prices and charges such that each Party would receive the same level of compensation that it would have received had the Interim Rates been the same as the rates, prices and charges established by the Commission in 96-922-TP-U.C. and (ii) if the Commission in 96-922-TP-U.C. does not establish a rate, price or charge for an Interim Rate, such Interim Rate shall continue in effect pending a Commission determination that such rate is priced in accordance with the requirement of the Act and the Commission's Local Service Guidelines.

3/ Mileage calculated from the originating Party's point of Interconnection to the terminating Party's End Office.

2.2.2 Transit Transport Termination	$0.000221 per minute
2.2.3 Transit Facility Mileage	$0.000008 per minute/mile

3. — Information Services Traffic

Information Services Billing and Collection:	$0.03 per message

3.1 — BLV/BLVI Traffic

3.2 Busy Line Verification (BLV):	$0.641939 per use
3.3 Busy Line Verification Interrupt (BLVI): (in addition to BLV charge)	$1.745951 per use

4. — Unbundled Network Elements

4.1 Unbundled Loop Rates[4/]

4.1.1 Recurring Rates

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	Monthly Rates Rate Zone[1]		
	B	C	D
2-Wire Analog			
Basic	$8.74	$12.11	$14.23
Ground Start	$9.16	$13.24	$15.30
COPTS Coin	$8.74	$12.11	$14.23
Electronic Key Line	$11.52	$19.64	$21.39
4-Wire Analog	$16.13	$26.55	$30.50
Digital			

4/ Additional Loop conditioning charges are applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in **Section 2.1.3** of **Schedule 9.5**.

	Monthly Rates Rate Zone[1]		
	B	C	D
ISDN - 2-Wire	$9.72	$14.78	$16.75
4-Wire 64 Kbps	$82.51	$82.24	$82.25
4-wire 1.544 Mbps	$97.73	$117.80	$89.19
2-Wire ADSL-Compatible	$8.74	$12.11	$14.23
2-Wire HDSL-Compatible	$8.74	$12.11	$14.23
4-Wire HDSL-Compatible	$16.13	$26.55	$30.50
Cross Connect Charge (additional, per cross connect):			
2-wire		$0.20	
4-wire		$0.40	
6-wire		$0.60	
8-wire		$0.81	
DS1		$5.56	
DS3		$1.00	
Service Coordination Charge, per Central Office		$0.78	

4.1.2 Non-Recurring Rates

Service Order—Establish Change: (Business or Residence) $15.19[5/]

Line Connection: (Business or Residence) $41.36[6/]

5/ The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

6/ The Line Connection Charge applies to each Loop.

	Monthly Rates Rate Zone[1]		
	B	C	D
4.2 Network Interface Device[7/]	No charge		

4.3 Switching

1. Unbundled Local Switching

	Non-Recurring	Monthly
4.3.0.1 Custom Routing - per new LCC, per switch	$284.48	-
4.3.0.2 ULS Ports - Basic Line Port, per port	-	$7.80
- Ground Start Line Port, per port	-	$8.35
- COPTS-Coin Line Port, per port	-	$8.35
- ISDN-Direct Port, per port per telephone number	- -	$39.16 $0.01
- DID Trunk Port, per port per telephone number	- -	$18.36 $0.01
- ISDN Prime Trunk Port, per port per telephone number	- -	$179.74 $0.01
- Digital Trunking Trunk Port, per port	-	$149.84
- ULS Trunk Port, per 24 trunk terminations	-	$116.17
- Centrex Basic Line Port, per port	-	$12.74
- Centrex ISDN Line Port, per port	-	$63.23

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

- Centrex EKL Line Port, per port	-	$38.58
- Centrex Attendant Console Line Port, per port	-	$123.82
4.3.0.3 Centrex System Charges		
- System Features, per common block	-	$433.67
- Common Block establishment, each	$482.19	-
- System features change or rearrangement, per feature, per occasion	$66.31	-
- System feature activation, per feature, per occasion	$246.81	-
2. Service Charges		
Initial Port Connection Charge - Line Port	$58.91	-
Initial Port Connection Charge - Attendant Console Port	$117.82	-
Initial Trunk Port Connection Charge	$702.03	-
Subsequent Port Connection Charge	$29.13	-
Service Ordering Charges		
- Initial		
Line port, per occasion	$16.46	-
Trunk port, per occasion	$327.81	-
- Subsequent		
per occasion	$16.46	-
- Record Order per occasion	$14.70	-
Conversion Charge		
- change from one type of line-port to another, per each changed	$54.76	-
Ameritech Cross-Connection Service per carrier transport facility,		
- 2-Wire (Line port), each	$0.20	-
- DS1 (Trunk port) (each individual trunk)	-	$0.56

3. Service Coordination Fee		
- per carrier bill, per switch	-	$0.78
4. Subsequent Training		
- per Company person, per hour	$77.30	
5. Unbundled Local Switching (ULS) Usage		
- Billing Development	$34,090.99	-
		Minute-of-Use
- Per minute-of-use or fraction thereof		$0.004074
- Daily usage feed, per message		$0.000908

4.4 Unbundled Tandem Switching

Tandem Trunk Port (DS1) with Features	-	$196.42
Service Order Charge per DS1	$355.79	-
Line Connect Charge per DS1	$756.75	-
Subsequent Changes, per Trunk group	$26.53	-
DS-1 Cross Connect	-	$0.56
	Per Minute	
Usage Without Tandem Trunks	$0.000723	

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	Monthly	Non-Recurring Charge

4.5 Interoffice Transmission Facilities DS1

1. Entrance Facility

- Per Point of Termination Terminating Bit Rate 1.544 Mbps

Area A	$103.23
Area B	$123.48
Area C	$92.92

	Monthly	Non-Recurring Charge
2. Interoffice Mileage Termination		
- Per Point of Termination 1.544 Mbps		
Area A	$21.53	
Area B	$21.53	
Area C	$21.53	
Interoffice Mileage		
- Per mile 1.544 Mbps		
Area A	$2.33	
Area B	$2.33	
Area C	$2.33	
3. Optional Features and Functions		
(a) Clear Channel		
- All areas		
Administration		$87.49
Design & Central Office		$212.32
Customer Connection		$78.46
(b) Interconnection Central Office Multiplexing		
- DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport		
Area A	$407.00	
Area B	$407.00	
Area C	$407.00	
4.6 Interoffice Transmission Facilities - DS3		
1. Entrance Facility		
- Per Point of Termination		
(a) DS3 with Electrical interface		
- Per Termination		
Area A	$831.55	

	Monthly	Non-Recurring Charge
Area B	$940.73	
Area C	$1,001.15	

2. Interoffice Mileage Termination

- Per Termination
- Electrical

Area A	$193.44	
Area B	$193.44	
Area C	$193.44	

Interoffice Mileage
- Per Mile

Area A	$29.32	
Area B	$29.32	
Area C	$29.32	

3. Optional Features and Functions

(a) Interconnection - Central Office Multiplexing

- Per Arrangement
- DS3 to DS1

Area A	$564.60	
Area B	$564.60	
Area C	$564.00	

4.7Interoffice Transmission Facilities - OC-3

1) Entrance Facility
- Per Point of Termination Terminating Bit Rate 155.52 Mbps $367.10

2) Interoffice Mileage Termination
- Per Point of Mileage Termination 155.52 Mbps $474.41

Interoffice Mileage
- Per Mile 155.52 Mbps $277.28

3) Optional Features and Functions

	Monthly	Non-Recurring Charge
a) OC-3 Add/Drop Multiplexing		
- Per arrangement	$768.40	
b) Add-Drop Function		
- Per DS3 Add or Drop	$147.93	
- Per DS1 Add or Drop	$45.70	
c) 1+1 Protection		
- Per OC-3 Entrance Facility	$58.51	
d) 1+1 Protection with Cable Survivability		
- Per OC-3 Entrance Facility	$58.51	$2,667.91
e) 1+1 Protection with Route Survivability		
1) Per OC-3 Entrance Facility	Apply Rates and Charges as (c) above plus (2) below	
2) Per Quarter Route Mile	$61.49	
4.8 Interoffice Transmission Facilities - OC-12		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 622.08 Mbps	$649.84	
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 622.08 Mbps	$806.01	
Interoffice Mileage		
- Per Mile 622.08 Mbps	$617.71	
3) Optional Features and Functions		
a) OC-12 Add/Drop Multiplexing		
- Per arrangement	$861.41	
b) Add/Drop Function		

	Monthly	Non-Recurring Charge
- Per OC-3 Add or Drop	$206.70	
- Per DS3 Add or Drop	$44.69	
c) Cross-Connection of Services OC-12 to OC-12 Cross-Connect		
- Per Circuit	$569.80	
d) 1+1 Protection		
- Per OC-12 Entrance Facility	$289.46	
e) 1+1 Protection with Cable Survivability		
- Per OC-12 Entrance Facility	$289.46	$2,667.91
f) 1+1 Protection with Route Survivability		
1) Per OC-12 Entrance Facility	Apply Rates and Charges as (d) above plus (2) below	
2) Per Quarter Route Mile	$54.52	
4.9Interoffice Transmission Facilities - OC-48		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	$2,790.28	
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 2488.32 Mbps	$1,773.38	
Interoffice Mileage		
- Per Mile 2488.32 Mbps	$336.77	
3) Optional Features and Functions		
a) OC-48 Add/Drop Multiplexing		
- Per arrangement (not to exceed 12 DS3s or equivalent)	$968.09	
b) Add/Drop Function		

	Monthly	Non-Recurring Charge
- Per OC-12 Add or Drop	$447.94	
- Per OC-3 Add or Drop	$207.11	
- Per DS3 Add or Drop	$71.70	
c) Cross-Connection of Services OC-48 to OC-48 Cross-Connect		
- Per Circuit	$1,373.46	
d) 1+1 Protection		
- Per OC-48 Entrance Facility	$1,202.59	
e) 1+1 Protection with Cable Survivability		
- Per OC-48 Entrance Facility	$1,202.59	$2,667.91
f) 1+1 Protection with Route Survivability		
1) Per OC-48 Entrance Facility Channel	Apply Rates and Charges as (d) above plus (2) below	
2) Per Quarter Route Mile	$91.30	

4.10 Installation and Rearrangement Charges for Interoffice Transmission Facilities

Connection	Administration Charge, Per Order	Design and Central Office Connection Charge, Per Circuit	Carrier Charge Per Termination
DS1 Service 1.544 Mbps			
All Areas	$362.42	$534.35	$433.41
DS3 Service 44.736 Mbps			
All Areas	$281.08	$634.22	$333.63
OC-3 Service 155.52 Mbps	$110.43	$470.50	$612.61

OC-12 Service 622.08 Mbps	$110.43	$470.50	$612.61
OC-48 Service 2488.32 Mbps	$110.43	$470.50	$612.61

4.11 Signaling Networks and Call-Related Databases

1. Signaling Networks

Signaling Link FCC No. 2, Section 8.3.1 (Pending)

Port Termination	$427.79 (monthly)
Signaling Switching ISUP	$0.000164 per message
Signal Transport ISUP	$0.000070 per message
Signal Formulation ISUP	$0.000229 per message
Signal Tandem Switching ISUP	$0.000303 per message
Signal Switching TCAP	$0.000140 per message
Signal Transport TCAP	$0.000048 per message
Signal Formulation TCAP	$0.000187 per message

Non-Recurring Costs	NRCs
Port Termination	$648.36
Originating Point Code per service added or changed	$23.59
Global Title Address Transfer per service added or changed	$12.68

4.11.1 Call-Related Databases

Unbundled Local Switching Interconnection

-800DB Call-Routing Query	$0.002985
-800DB Routing Options	$0.000515

Local STP Interconnection

-800DB Carrier-ID-Only	$0.001561

-800DB Routing Options	$0.000216

Regional STP Interconnection

-800DB Carrier-ID-Only	$0.001490
-800DB Routing Options	$0.000144

Carrier-Provided Operator Services

Interconnection at local STP	
-LIDB Validation	$0.017341
-LIDB Transport	$0.000089
-Out-of-Region-Query	$0.058857
Interconnection at regional STP	
-LIDB Validation	$0.017341
-LIDB Transport	$0.000016

Unbundled Operator Services

-LIDB Validation	$0.017341
-LIDB Transport	$0.000388
-Out-of-Region-Query	$0.059154

4.11.1.1 Service Management Systems

Access to Databases - to the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

4.12 Operator Services and Directory Assistance

4.12.0.1 Operator Services

Manual Call Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

$0.338 per occurrence

Automated Call Assistance Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

$0.033 per occurrence

Branding per trunk group - $290.02 non-recurring charge

4.12.0.2 Directory Assistance

Branding is a one-time charge assessed, on a per trunk group basis, for the mechanized front-end branding of Directory Assistance calls.

Information Call Completion rates apply on a completed call basis. In addition to the charge for Information Call Completion, normal Directory Assistance charges and applicable usage charges apply, if the call is completed on Ameritech's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled Network Elements, End Office or tandem switching (where requested).

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Per Call	Charge	Price	Non-Recurring
	Information Call Completion, per completed call	$0.028	
	Branding, per trunk group[8/]		$290.02

8/ When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. Northpoint is also responsible for the rates applicable to custom routing, transport and any other services or Network Elements it orders to deliver its traffic to Ameritech's switch on separate direct trunks.

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Monthly Payment
Term Payment Plans

Description	1 Month	12 Months	24 Months	36 Months
Directory Assistance, Term Payment Plan, rate per call	$0.332	$0.332	$0.332	$0.332

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The minimum period for the Term Payment Plan is one month, unless otherwise specified. The month-to-month price is subject to Ameritech initiated changes.

4.12.0.3 Directory Assistance Facilities

Access to Databases - To the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process

4.13 Rates for Maintenance.[9/]

4.13.0.1 Trip Charge - $69.27 per trouble dispatch.

4.13.0.2 Time Charge - $28.52 per quarter hour with a quarter hour minimum and quarter hour increments.

6. — Wholesale Resale Services

6.1 See **Schedule 10.1**

7. — Collocation

See Exhibit PS-VII and PS-VII-A

9/ Rates as of the Effective Date. The rates for maintenance shall be revised from time to time consistent with those rates that Ameritech charges its retail Customers.

8. — Structure

See Exhibit PS-VIII

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9. — SERVICE PROVIDER NUMBER PORTABILITY

	I.N.C.[10/]	Per Month[10/]
9.1SPNP-Remote		
per number ported	$0.00	$0.00
per additional call path (1-5)	$0.00	$0.00
per additional call path (6-90)	$0.00	$0.00
9.2SPNP-Direct		
Service Establishment Charge		
per SPNP-Direct Trunk group, per switch	$0.00	$0.00
SPNP-Direct Channel Termination charges,		
per SPNP-Direct VG channel termination	$0.00	$0.00
per SPNP-Direct DS1 channel termination	$0.00	$0.00
SPNP-Direct Number Charges, per number ported	$0.00	$0.00
SPNP-Direct Transport Charges,		
per SPNP-Direct VG transport	$0.00	$0.00
per SPNP-Direct VG w/o transport	$0.00	$0.00
per SPNP-Direct DS1 transport	$0.00	$0.00
per SPNP-Direct DS1 w/o transport	$0.00	$0.00
Subsequent additions, deletions or rearrangement of SPNP-Direct trunk terminations in addition to above charges		
per occasion	$0.00	$0.00

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10/ Rates suspended pending Commission approval of a competitively neutral cost recovery mechanism.

EXHIBIT PS-I

RATE TABLE — OHIO

E911 SERVICES PROVIDED:

1. *Service Elements*

	Non-recurring Charge	Monthly Rate
ANI/ALI/SR and Database Mgt. Automatic Number Identification, Automatic Location Identification, and Selective Routing per 1000 Access Lines [1/] serviced by the E911 Network	$105.00	$75.00
Channel Conditioning Charges - Per Channel		
- Back to Back	$775.00	$35.50
- Collocated	$775.00	$35.00
- Direct (1st Channel)	$775.00	$220.50
Channels 2 - 24	$750.00	$5.50
Control Office Administration - Per NXX	$250.00	$5.50

2. *Other Applicable Charges and Payments*

The rate and charges for route Diversity will be determined on a case by case basis.

The charges for Alternate Control Office Access, enabling routing of 911 calls across multiple selective routing areas, is in addition to all other charges, and subject to Ameritech's approval.

Alternate Control Office Access - Per Trunk Group $1,250.00

Address & Routing File (ARF) - Per File Request $125.00

1/ The minimum charge is based upon 1000 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of the Customer's geographic boundary jurisdiction, but within Northpoint's exchange boundary and set for routing via the E911 network.

EXHIBIT PS-I

RATE TABLE — OHIO

(Per 100,000 Street Segments)

Manual Updates - Per record, per occasion $4.25

SERVICES PROVIDED

0.1Exchange covered by Agreement:

Ameritech shall provide E911 Service described in **Section 3.9** and selected by Northpoint in the Exchange Area(s) in which both of the following conditions are met: (1) Northpoint is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

0.2Northpoint Updates:

If Northpoint elects to furnish daily updates to the Customer information contained within the Northpoint database, Ameritech will provide Northpoint with the proper address to which updates should be sent.

COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION — OHIO

	Non-Recurring Charges	Monthly Recurring
Order Charge/Per Order	$277.21	--
Central Office Build Out		
- per Initial 100 sq. ft. Floor Space Request/C.O.	$28,861.46	--
- per Add'l 100 sq. ft. Floor Space Request/C.O.	$12,272.36	--
Cable Vault Splicing/per Initial splice	$201.83	--
Cable Vault Splicing/per Subsequent splice	$14.97	--
Splice Testing/per Initial Splice Test	$46.30	--
Splice Testing/per Subsequent Splice Test	$2.72	--
Cable Pulling from Manhole to Cable Vault/ per First foot	$219.00	--
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	$1.10	--
Cable Pulling from Cable Vault to the transmission node/per First foot	$81.72	--
Cable Pulling from Cable Vault to the transmission node/per add'l foot	$0.82	--
Power Delivery/per Power Lead	$1,746.23	--
Transmission Node Enclosure/ per initial 100 sq. feet	$4,250.86	--
Transmission Node Enclosure/ per Add'l 100 sq. feet	$1,678.81	--
Diverse Riser/per Floor Traversed	$516.53	--
Cancellation Charge	$4,791.68	--

COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION — OHIO

	Non-Recurring Charges	Monthly Recurring
Space Reservation Charge/per Each request	$704.04	--
Central Office Floor Space/per 100 sq. ft.	--	$734.84
Riser Space/Foot	--	$1.24
Entrance Conduit/per Innerduct per foot	--	$0.08
Power Consumption/per Fuse AMP	--	$6.76
200 Conductor Electrical Cross Connect Block	--	$84.10
Digital Cross-Connect Panel (DSX-3)/per DS-3 Termination	--	$19.94
Digital Cross-Connect Panel/per DSX-1 Panel (Up to 56 DS-1 Term)	--	$59.21
Optical Cross-Connect Panel/per OCX Panel Segment	--	$7.66
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	--	$0.74
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	--	$9.39
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/per Each	--	$84.10
Digital Timing Source/per Synchronization Signal Provided	--	$16.79
DS-1 Repeater	--	$7.79
DS-3 Repeater	--	$45.23

COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION — OHIO

	Non-Recurring Charges	Monthly Recurring
Service Order	$111.25	--
Optical Line - Cable Vault Splicing/ per Initial Splice	$201.83	--
Optical Line - Cable Vault Splicing/ per Subsequent Splice	$14.97	--
Optical Line - Splicing Test/ per Initial Splice	$46.30	--
Optical Line - Splicing Test/ per Subsequent Splice Test	$272.00	--
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	$2.72	--
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot	$1.10	--
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	$81.72	--
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot	$0.64	--
Optical Line - Diverse Riser/per Floor Traversed	$516.53	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	$2,816.16	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/per Add'l 7' Bay Installed on Initial or Subsequent Order	$1,408.08	--
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	$2,112.13	--
Project Management Fee/		

COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION — OHIO

	Non-Recurring Charges	Monthly Recurring
per additional shelf installed on subsequent order	$1,267.27	--
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	$1,689.70	--
Power Delivery/per 7' Bay Installed	$1,746.23	--
Thru-Connect per DSX-1 to DSX-1	$6.88	$0.30
Thru-Connect per OCX to OCX	$6.88	$2.19
7' Bay (Company Provided)/per Bay	$393.21	$37.71
7' Bay (Customer Installed/Pre-Packaged)/per Bay	--	$29.11
Optical Line - Entrance Facility/per Foot	--	$0.08
Optical Line - Riser Space/per Foot	--	$0.28
Optical Line - Riser Space/per Fiber Termination	--	$1.99
Power Consumption/per Fuse AMP	--	$6.76
200 Electrical Conductor Cross-Connect Block/per Block	--	$84.10
Digital Cross-Connect Panel/ per DS-3 Termination	--	$19.94
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	--	$59.21
Optical Cross-Connect Panel/ per Panel Segment	--	$7.66
Digital Timing Source per Timing Circuit	--	$3.35
Thru-Connect per DSX-1 to DSX-1	$6.88	$0.30
Thru-Connect per OCX to OCX	$6.88	$2.19

EXHIBIT PS VII-A

MICROWAVE TRANSMISSION FACILITIES
RATE ELEMENTS, DESCRIPTIONS AND CHARGES

A. Feasibility Study: Includes (i) walkthrough of rooftop of Premise with Ameritech's Collocation Coordinator, Microwave Coordinator and Real Estate Representative(s) for inspection of Rooftop Space and determination of line-of-sight; (ii) analysis and research of structure, engineering and safety of rooftop structure; (iii) determination of cable entry/egress location.

Non Recurring Rate: $1,661.06

B. Design Review: Includes review and analysis of Access Application and proposed design of Northpoint's Microwave Transmission Facilities and Ameritech's oversight of Northpoint's construction of Microwave Transmission Facilities. Rate varies based on type of Support Equipment placed by Northpoint. When Northpoint constructs a Tower, Design Review charges will be determined on an individual case basis, based on labor rates for the necessary Ameritech representatives. "Tower" includes (i) a Northpoint-constructed Support Equipment equaling or exceeding a height reasonably determined by Ameritech on a Premise Specific basis.

Non Recurring Rates:

Northpoint-provided Free Standing structure (i.e. Tripod):	$1,220.07
Northpoint-provided Pole:	$1,550.84
Northpoint-provided Side Wall mount:	$1,550.84
Northpoint-provided Tower:	$ 723.91 plus project specific costs
Ameritech Tower:	TBD

C. Roof Space: per square foot of Rooftop Space encumbered ("Encumbered Area") by Northpoint's Support Equipment and Mounted Equipment. The Encumbered Area shall equal (a) the greater of (i) the length of the base of the Support Equipment and (ii) the longest portion of the Mounted Equipment plus three (3) feet multiplied by (b) the greater of (x) the width of the base of the Support Equipment and (y) the widest portion of the Mounted Equipment plus three (3) feet. The base of the Support Equipment shall include area under guide wires attached to Support Equipment.

Recurring Rate: $2.57 per square foot per month of encumbrance

D. Cable Entry Hatch: Non-recurring rate includes construction of Cable Entry Hatch.

Non-Recurring Rate: $2,210.78

Recurring rate: Includes roof space associated with the Cable Entry Hatch.

Recurring Rate: $1.62/month

E. Antenna Grounding/Bonding: Non-Recurring Rates include provision by Ameritech of appropriate grounding and bonding to the Mounted Equipment and Support Equipment, including ground points at both and the grounding bar at the Cable Entry Hatch and grounding cable.

Grounding/Bonding: $3,991.35
Grounding Cable per lineal foot: $103.26

F. Roof Space encumbered by Northpoint's cable: per lineal foot of cable from Support Equipment to Cable Entry Hatch.

Recurring Rate: $1.28 per month per lineal foot of cable

G. Feasibility Study/ Design Review for subsequent placements of Mounted Equipment on existing Support Equipment. Determined on an individual case basis. This charge does not apply unless such placement is a Major Alteration.

Free Standing	$2,741.69
Pole	$3,072.46
Side Wall	$3,072.46
Ameritech Tower	$3,403.24
Customer Provided Tower	$2,245.53 plus project specific costs

H. Placement of Mounted Equipment on Ameritech Support Equipment: Recurring Rate: TBD

I. Inside Cable Placement. Riser space charges are as set forth in Exhibit VII of the Pricing Schedule. Horizontal racking, certain vertical riser, floor coring and conduit charges shall be charged on an Extraordinary Charge basis and set forth in the Tentative Approval.

Deposits:

Northpoint Placement of Free Standing Structure (i.e. tripod):	$1,000.00
Northpoint Placement of Pole:	$2,000.00
Northpoint Placement of Side Mount:	$4,000.00
Northpoint Placement of Tower:	Individual Case Basis

J. Roof Space and Ameritech Tower per Antenna $1,812.53/month

EXHIBIT PS-VIII
STRUCTURE PRICING

POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

	Nonrecurring Charge	Per Year
Administrative Fee		
- per request or assignment	$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole		$2.58
Conduit Attachment Fee		
- per foot of innerduct occupied per year		$.38[2/]

The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. Administrative Fees. Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Northpoint's request for Attachment. Administrative Fees are payable with Northpoint's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - $200.00 per request or assignment.

2. Maps, Records and Information Charges. Maps, Records and Information Charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Northpoint. Charges for these services will be as follows:

[2/] If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

a. Initial Map Preparation - The full cost to Ameritech to prepare a map or record for access by a Northpoint.

b. Record Searches and Information Requests - The full cost to Ameritech to research records and assemble information to respond to a Northpoint's request for information and, if applicable, to meet with the Northpoint to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Northpoint shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Northpoint shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Northpoint the amount by which the deposit exceeds the actual cost of the request.

3. Make Ready Work Charges. Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Northpoint, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.

b. Prior to commencing any Make Ready Work by Ameritech, the Northpoint shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Northpoint shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.

c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Northpoint shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Northpoint's Attachment.

d. In the event that other Northpoints, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Northpoint's proportionate share of the Make Ready Work Charges.

4. Attachment Fees. Attachment Fees are the recurring charges to the Northpoint to place and maintain its Attachments in or on Ameritech's Structure.

a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Northpoint will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Northpoint will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.

b Pole Attachment Fees

i) The Attachment Fee for poles applies to each pole on which the Northpoint has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.

ii) Pole Attachment Fee: _____ per pole, per year for each one foot of space occupied by the Northpoint's Attachments.

c. Duct or Conduit Attachment Fees

i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Northpoint placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.

ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Northpoint's Attachment, plus the cable racking and maintenance loop space measured by the length of the Northpoint's cable within each manhole.

iii) If Northpoint's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.

iv) If Northpoint occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.

v) Conduit Attachment Fee:

_____ per foot of Inner-duct or cable racking and maintenance loop space occupied per year.

d. Rights-of-Way Attachment Fees:

i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Northpoint has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.

ii) If Northpoint's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

iii) The Attachment Fees for the Northpoint's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.

iv) The Attachment Fees for the Northpoint's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Periodic Inspection Fees

Periodic inspection fees will be assessed to cover the Northpoint's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

1. "Rate Zone" is defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

AMENDMENT NO. _____

TO INTERCONNECTION/RESALE AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY,
THE OHIO BELL TELEPHONE COMPANY,
PACIFIC BELL TELEPHONE COMPANY,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY
SOUTHWESTERN BELL TELEPHONE COMPANY,
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
AND
NORTHPOINT COMMUNICATIONS, INC.

This Amendment under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement"), is dated as of _____, 2000 among SBC Communications Inc. covering **Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**, and NorthPoint Communications, Inc. (CLEC), shall apply to the state(s) of California, Connecticut, Illinois, Indiana, Missouri, Ohio, Texas, and Wisconsin.

SBC-13STATE - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

The Interconnection/Resale Agreement(s) ("the Agreement(s)") by and between **SBC-13STATE** and NorthPoint Communications, Inc. ("CLEC") is/are hereby amended as follows:

(1) Appendix Service Bureau Provider Arrangements has been added to the Agreement.

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

(3) EXCEPT AS MODIFIED HEREIN OR TO THE EXTEND THERE IS A CONFLICT BETWEEN THIS AMENDMENT AND ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT, THE TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof. Where there is a conflict between the language of this Amendment and the terms and conditions of the underlying Agreement, the language of this Amendment shall prevail.

(4) This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2000, by **SBC-13STATE**, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

NORTHPOINT COMMUNICATIONS, INC.

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

AECN/OCN# _____
(Facility Based – if applicable)

AECN/OCN# _____
(Resale – if applicable)

SOUTHWESTERN BELL TELEPHONE COMPANY, PACIFIC BELL TELEPHONE COMPANY, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY, ILLINOIS BELL TELEPHONE COMPANY, INDIANA BELL TELEPHONE COMPANY INCORPORATED, THE OHIO BELL TELEPHONE COMPANY, WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN

By: SBC Telecommunications, Inc., its Authorized agent.

Signature:_____

Name:_____

Title: President - Industry Markets

Date:_____

APPENDIX SERVICE BUREAU PROVIDER ARRANGEMENTS

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Service Bureau Provider arrangements.

2. DEFINITIONS

2.1 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.2 For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by CLEC to act as its agent for purposes of accessing **SBC-13STATE's** OSS application-to-application interfaces.

3. Service Bureau Provider Arrangements for Shared Access to OSS

3.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

3.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

3.2.1 CLEC shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, in the form attached hereto as Attachment A and the Service Bureau Provider has executed an Agreement with SBC-LEC to Allow Service Bureau Provider to establish access to and use of SBC-LEC's OSS.

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

3.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency

relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

3.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE's** control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC-LEC's OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

AMENDMENT NO. 3
TO INTERCONNECTION AGREEMENT

By and Between

AMERITECH OHIO

And

NORTHPOINT COMMUNICATIONS, INC.

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") between Northpoint Communications, Inc. ("CLEC") and Ameritech Ohio ("Ameritech") dated June 16, 1999 is hereby amended as follows:

1. The Pricing Schedule in the Agreement is deleted and replaced with a new Pricing Schedule, a copy of which is attached as Exhibit A.

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

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

4. This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Ohio.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Agreement to be executed in triplicate as of this _____ day of _____, 2000.

Northpoint Communications, Inc.	**Ameritech Ohio** **By: SBC Telecommunications, Inc.,** **Its authorized agent**
By:_____	By:_____
Title:_____	Title: President - Industry Markets
Name: _____ (Print or Type)	Name: _____ (Print or Type)
Date: _____	Date: _____

EXHBIT A
PRICING SCHEDULE — OHIO[2/]

1. -- 9-1-1 Service

See Exhibit PS-I

2. -- Reciprocal Compensation/Transit Service Charge

2.1 Reciprocal Compensation

2.1.1 End Office Local Termination	$0.003815 per minute
2.1.2 Tandem Switching	$0.000660 per minute
2.1.3 Tandem Transport Termination	$0.000155 per minute
2.1.4 Tandem Transport Facility Mileage	$0.000006 per minute/mile[3/]

2.2 Transit

2.2.1 Transit Tandem Switching	$0.004587 per minute
2.2.2 Transit Transport Termination	$0.000226 per minute
2.2.3 Transit Facility Mileage	$0.000188 per minute/mile

2/ Certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to the procedures mandated in its November 24, 1998 order, issued in Docket No. 96-922 TP-UNC (the "TELRIC Order"). Notwithstanding anything to the contrary in this Agreement, including Section 28.2, if the Commission, a court or other tribunal of competent jurisdiction issues a subsequent order or decision modifying the rates established in accordance with the TELRIC Order, or changing a rate that generally applies to the products and services available in this Agreement (a "Subsequent Order"), the Parties agree to substitute the TELRIC Order rates with such new or modified rates, charges or prices established in the Subsequent Order and such rates, charges and prices shall be effective in accordance with the Subsequent Order.

3/ Mileage calculated from the originating Party's point of Interconnection to the terminating Party's End Office.

3. — Information Services Traffic

Information Services Billing and Collection: $0.03 per message

3.1 — BLV/BLVI Traffic

3.2 Busy Line Verification (BLV): $0.652146 per use

3.3 Busy Line Verification Interrupt (BLVI): $0.757940 per use
(in addition to BLV charge)

4. — Unbundled Network Elements

4.1 Unbundled Loop Rates[4/]

4.1.1 Recurring Rates

	Monthly Rates Rate Zone[1]		
	B	C	D
2-Wire Analog			
Basic	$5.93	$7.97	$9.52
Ground Start	$6.16	$8.59	$10.11
COPTS Coin	$5.93	$7.97	$9.52
Electronic Key Line	$7.45	$12.11	$13.44
4-Wire Analog	$10.38	$16.50	$19.46
Digital			
ISDN - 2-Wire	$6.47	$9.43	$10.88
4-Wire 64 Kbps	$66.52	$66.14	$66.26

4/ Additional Loop conditioning charges are applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in **Section 2.1.3** of **Schedule 9.5**.

	Monthly Rates Rate Zone[1]		
	B	C	D
4-wire 1.544 Mbps	$67.30	$82.18	$62.87
2-Wire ADSL-Compatible	$5.93	$7.97	$9.52
2-Wire HDSL-Compatible	$5.93	$7.97	$9.52
4-Wire HDSL-Compatible	$10.38	$16.50	$19.96
Cross Connect Charge (additional, per cross connect):			
2-wire		$0.15	
4-wire		$0.30	
6-wire		$0.46	
8-wire		$0.61	
DS1		$0.41	
DS3		$0.72	
Service Coordination Charge, per Central Office		$0.49	

4.1.2 Non-Recurring Rates

Service Order—Establish Change: (Business or Residence)	$16.23[5/]
Line Connection: (Business or Residence)	$31.00[6/]

5/ The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

	Monthly Rates Rate Zone[1]		
	B	C	D
4.2 Network Interface Device[7/]	No charge		
4.3 Switching			
1. Unbundled Local Switching			

	Non-Recurring	Monthly
4.3.0.1 Custom Routing - per new LCC, per switch	$305.67	-
4.3.0.2 ULS Ports - Basic Line Port, per port	$48.53	$4.63
- Ground Start Line Port, per port	$48.53	$4.95
- COPTS-Coin Line Port, per port	$48.27	$4.92
- ISDN-Direct Port, per port per telephone number	$48.53 -	$28.30 $0.01
- DID Trunk Port, per port per telephone number	$48.53 -	$12.74 $0.01
- ISDN Prime Trunk Port, per port per telephone number	$729.13 -	$147.30 $0.01
- Digital Trunking Trunk Port, per port	$729.13	$106.27

6/ The Line Connection Charge applies to each Loop.

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

- ULS Trunk Port, per 24 trunk terminations		$116.17
- Centrex Basic Line Port, per port	$48.53	$8.95
- Centrex ISDN Line Port, per port	$48.53	$45.23
- Centrex EKL Line Port, per port	$48.53	$27.43
- Centrex Attendant Console Line Port, per port	$97.06	$87.70
4.3.0.3 Centrex System Charges		
- System Features, per common block	-	$307.14
- Common Block establishment, each	$496.13	-
- System features change or rearrangement, per feature, per occasion	$68.07	-
- System feature activation, per feature, per occasion	$262.24	-
2. Service Charges		
Initial Port Connection Charge - Line Port	$48.53	-
Initial Port Connection Charge - Attendant Console Port	$97.06	-
Initial Trunk Port Connection Charge	$729.13	-
Subsequent Port Connection Charge	$16.10	-
Service Ordering Charges		
- Initial		
Line port, per occasion	$16.10	-
Trunk port, per occasion	$327.35	-
- Subsequent		
per occasion	$16.10	-
- Record Order per occasion	$14.35	-
Conversion Charge		
- change from one type of line-port to another,		

per each changed	$43.86	-
Ameritech Cross-Connection Service per carrier transport facility,		
- 2-Wire (Line port), each		$0.15
- DS1 (Trunk port) (each individual trunk)	-	$0.41
3. Service Coordination Fee		
- per carrier bill, per switch	-	$0.49
4. Subsequent Training		
- per Company person, per hour	$79.24	
5. Unbundled Local Switching (ULS) Usage		
- Billing Development	$35,963.30	-
		Minute-of-Use
- Per minute-of-use or fraction thereof		$0.0003226
- Daily usage feed, per message		$0.000885

4.4 Unbundled Tandem Switching

Tandem Trunk Port (DS1) with Features		$138.54
Service Order Charge per DS1	$380.26	-
Line Connect Charge per DS1	$775.92	-
Subsequent Changes, per Trunk group	$25.18	-
DS-1 Cross Connect	-	$0.41
	Per Minute	
Usage Without Tandem Trunks	$0.000689	

	Monthly	Non-Recurring Charge

4.5 Interoffice Transmission Facilities DS1

	Monthly	Non-Recurring Charge
1. Entrance Facility		
- Per Point of Termination Terminating Bit Rate 1.544 Mbps		
Area A	$67.30	
Area B	$82.18	
Area C	$62.87	
2. Interoffice Mileage Termination		
- Per Point of Termination 1.544 Mbps		
Area A	$15.68	
Area B	$15.68	
Area C	$15.68	
Interoffice Mileage		
- Per mile 1.544 Mbps		
Area A	$1.74	
Area B	$1.74	
Area C	$1.74	
3. Optional Features and Functions		
(a) Clear Channel		
- All areas		
Administration		$402.28
Design & Central Office		$402.28
Customer Connection		$402.28
(b) Interconnection Central Office Multiplexing		
- DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport		
Area A	$279.80	
Area B	$279.80	
Area C	$279.80	

4.6 Interoffice Transmission Facilities - DS3

	Monthly	Non-Recurring Charge
1. Entrance Facility		
- Per Point of Termination		
(a) DS3 with Electrical interface		
- Per Termination		
Area A	$594.33	
Area B	$684.99	
Area C	$735.37	
2. Interoffice Mileage Termination		
- Per Termination		
- Electrical		
Area A	$135.40	
Area B	$135.40	
Area C	$135.40	
Interoffice Mileage		
- Per Mile		
Area A	$22.90	
Area B	$22.90	
Area C	$22.90	
3. Optional Features and Functions		
(a) Interconnection - Central Office Multiplexing		
- Per Arrangement		
- DS3 to DS1		
Area A	$372.55	
Area B	$372.85	
Area C	$372.85	
4.7Interoffice Transmission Facilities - OC-3		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 155.52 Mbps	$269.65	

	Monthly	Non-Recurring Charge
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 155.52 Mbps	$326.14	
Interoffice Mileage		
- Per Mile 155.52 Mbps	$206.39	
3) Optional Features and Functions		
a) OC-3 Add/Drop Multiplexing		
- Per arrangement	$528.23	
b) Add-Drop Function		
- Per DS3 Add or Drop	$101.70	
- Per DS1 Add or Drop	$31.40	
c) 1+1 Protection		
- Per OC-3 Entrance Facility	$40.23	
d) 1+1 Protection with Cable Survivability		
- Per OC-3 Entrance Facility	$40.23	$2,733.58
e) 1+1 Protection with Route Survivability		
1) Per OC-3 Entrance Facility	Apply Rates and Charges as (c) above plus (2) below	
2) Per Quarter Route Mile	$47.49	
4.8 Interoffice Transmission Facilities - OC-12		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 622.08 Mbps	$464.01	
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 622.08 Mbps	$554.09	
Interoffice Mileage		
- Per Mile 622.08 Mbps	$370.49	

	Monthly	Non-Recurring Charge
3) Optional Features and Functions		
a) OC-12 Add/Drop Multiplexing		
- Per arrangement	$592.17	
b) Add/Drop Function		
- Per OC-3 Add or Drop	$141.66	
- Per DS3 Add or Drop	$30.72	
c) Cross-Connection of Services OC-12 to OC-12 Cross-Connect		
- Per Circuit	$391.72	
d) 1+1 Protection		
- Per OC-12 Entrance Facility	$198.99	
e) 1+1 Protection with Cable Survivability		
- Per OC-12 Entrance Facility	$198.99	$2,733.58
f) 1+1 Protection with Route Survivability		
1) Per OC-12 Entrance Facility	Apply Rates and Charges as (d) above plus (2) below	
2) Per Quarter Route Mile	$42.08	
4.9Interoffice Transmission Facilities - OC-48		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	$1931.85	
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 2488.32 Mbps	$1219.10	
Interoffice Mileage		
- Per Mile 2488.32 Mbps	$264.08	
3) Optional Features and Functions		

	Monthly	Non-Recurring Charge
a) OC-48 Add/Drop Multiplexing		
- Per arrangement (not to exceed 12 DS3s or equivalent)	$665.51	
b) Add/Drop Function		
- Per OC-12 Add or Drop	$307.93	
- Per OC-3 Add or Drop	$142.38	
- Per DS3 Add or Drop	$49.30	
c) Cross-Connection of Services OC-48 to OC-48 Cross-Connect		
- Per Circuit	$955.39	
d) 1+1 Protection		
- Per OC-48 Entrance Facility	$826.72	
e) 1+1 Protection with Cable Survivability		
- Per OC-48 Entrance Facility	$826.72	$2,733.58
f) 1+1 Protection with Route Survivability		
1) Per OC-48 Entrance Facility Channel	Apply Rates and Charges as (d) above plus (2) below	
2) Per Quarter Route Mile	$70.75	

4.10 Installation and Rearrangement Charges for Interoffice Transmission Facilities

Connection	Administration Charge, Per Order	Design and Central Office Connection Charge, Per Circuit	Carrier Charge Per Termination
DS1 Service 1.544 Mbps			
All Areas	$394.30	$624.17	$512.19
DS3 Service 44.736 Mbps			
All Areas	$299.28	$663.29	$351.77
OC-3 Service 155.52 Mbps	$116.40	$487.96	$652.38
OC-12 Service 622.08 Mbps	$116.40	$487.96	$652.38
OC-48 Service 2488.32 Mbps	$116.40	$487.96	$652.38

4.11 Signaling Networks and Call-Related Databases

1. Signaling Networks

Signaling Link FCC No. 2, Section 8.3.1 (Pending)

Port Termination	$302.76 (monthly)
Signaling Switching ISUP	$0.000135 per message
Signal Transport ISUP	$0.00005 per message
Signal Formulation ISUP	$0.00016 per message
Signal Tandem Switching ISUP	$0.000233 per message
Signal Switching TCAP	$0.000120 per message
Signal Transport TCAP	$0.000033 per message
Signal Formulation TCAP	$0.000132 per message

Non-Recurring Costs	NRCs
Port Termination	$665.69

Originating Point Code per service added or changed	$24.21
Global Title Address Transfer per service added or changed	$13.03

4.11.1 Call-Related Databases

Unbundled Local Switching Interconnection	
-800DB Call-Routing Query	$0.002313
-800DB Routing Options	$0.000434
Local STP Interconnection	
-800DB Carrier-ID-Only	$0.001340
-800DB Routing Options	$0.000269
Regional STP Interconnection	
-800DB Carrier-ID-Only	$0.001216
-800DB Routing Options	$0.000146
Carrier-Provided Operator Services	
Interconnection at local STP	
-LIDB Validation	$0.016290
-LIDB Transport	$0.000144
-Out-of-Region-Query	$0.060479
Interconnection at regional STP	
-LIDB Validation	$0.016290
-LIDB Transport	$0.000020
Unbundled Operator Services	
-LIDB Validation	$0.016290
-LIDB Transport	$0.000309
-Out-of-Region-Query	$0.060644

4.11.1.1 Service Management Systems

Access to Databases - to the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

4.12 Operator Services and Directory Assistance

4.12.0.1 Operator Services

Manual Call Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

$0.337040 per occurrence

Automated Call Assistance Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

$0.023352 per occurrence

Branding per trunk group - $296.97 non-recurring charge

4.12.0.2 Directory Assistance

Branding is a one-time charge assessed, on a per trunk group basis, for the mechanized front-end branding of Directory Assistance calls.

Information Call Completion rates apply on a completed call basis. In addition to the charge for Information Call Completion, normal Directory Assistance charges and applicable usage charges apply, if the call is completed on Ameritech's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled Network Elements, End Office or tandem switching (where requested).

Per Call	Charge	Price	Non-Recurring
	Information Call Completion, per completed call	$0.020938	
	Branding, per trunk group[8/]		$296.97

8/ When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. Northpoint is also responsible for the rates applicable to custom routing, transport and any other services or Network Elements it orders to deliver its traffic to Ameritech's switch on separate direct trunks.

Monthly Payment
Term Payment Plans

Description	1 Month	12 Months	24 Months	36 Months
Directory Assistance, Term Payment Plan, rate per call	$0.334038	$0.334038	$0.334038	$0.334038

The minimum period for the Term Payment Plan is one month, unless otherwise specified. The month-to-month price is subject to Ameritech initiated changes.

4.12.0.3 Directory Assistance Facilities

Access to Databases - To the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process

4.13 Rates for Maintenance.[9/]

4.13.0.1 Trip Charge - $69.27 per trouble dispatch.

4.13.0.2 Time Charge - $28.52 per quarter hour with a quarter hour minimum and quarter hour increments.

6. — Wholesale Resale Services

6.1 See **Schedule 10.1**

7. — Collocation

See Exhibit PS-VII and PS-VII-A

8. — Structure

See Exhibit PS-VIII

9. — SERVICE PROVIDER NUMBER PORTABILITY

	I.N.C.[10/]	Per Month[10/]

[9/] Rates as of the Effective Date. The rates for maintenance shall be revised from time to time consistent with those rates that Ameritech charges its retail Customers.

9.1SPNP-Remote		
per number ported	$0.00	$0.00
per additional call path (1-5)	$0.00	$0.00
per additional call path (6-90)	$0.00	$0.00
9.2SPNP-Direct		
Service Establishment Charge		
per SPNP-Direct Trunk group, per switch	$0.00	$0.00
SPNP-Direct Channel Termination charges,		
per SPNP-Direct VG channel termination	$0.00	$0.00
per SPNP-Direct DS1 channel termination	$0.00	$0.00
SPNP-Direct Number Charges, per number ported	$0.00	$0.00
SPNP-Direct Transport Charges,		
per SPNP-Direct VG transport	$0.00	$0.00
per SPNP-Direct VG w/o transport	$0.00	$0.00
per SPNP-Direct DS1 transport	$0.00	$0.00
per SPNP-Direct DS1 w/o transport	$0.00	$0.00
Subsequent additions, deletions or rearrangement of SPNP-Direct trunk terminations in addition to above charges		
per occasion	$0.00	$0.00

10/ Rates suspended pending Commission approval of a competitively neutral cost recovery mechanism.

EXHIBIT PS-I

RATE TABLE — OHIO

E911 SERVICES PROVIDED:

1. *Service Elements*

	Non-recurring Charge	Monthly Rate
ANI/ALI/SR and Database Mgt. Automatic Number Identification, Automatic Location Identification, and Selective Routing per 1000 Access Lines [1/] serviced by the E911 Network	$105.00	$75.00
Channel Conditioning Charges - Per Channel		
- Back to Back	$775.00	$35.50
- Collocated	$775.00	$35.00
- Direct (1st Channel)	$775.00	$220.50
Channels 2 - 24	$750.00	$5.50
Control Office Administration - Per NXX	$250.00	$5.50

2. *Other Applicable Charges and Payments*

The rate and charges for route Diversity will be determined on a case by case basis.

The charges for Alternate Control Office Access, enabling routing of 911 calls across multiple selective routing areas, is in addition to all other charges, and subject to Ameritech's approval.

Alternate Control Office Access - Per Trunk Group $1,250.00

Address & Routing File (ARF) - Per File Request $125.00

[1/] The minimum charge is based upon 1000 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of the Customer's geographic boundary jurisdiction, but within Northpoint's exchange boundary and set for routing via the E911 network.

EXHIBIT PS-I

RATE TABLE — OHIO

(Per 100,000 Street Segments)

Manual Updates - Per record, per occasion $4.25

SERVICES PROVIDED

0.1Exchange covered by Agreement:

Ameritech shall provide E911 Service described in **Section 3.9** and selected by Northpoint in the Exchange Area(s) in which both of the following conditions are met: (1) Northpoint is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

0.2Northpoint Updates:

If Northpoint elects to furnish daily updates to the Customer information contained within the Northpoint database, Ameritech will provide Northpoint with the proper address to which updates should be sent.

COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION — OHIO

	Non-Recurring Charges	Monthly Recurring
Order Charge/Per Order	$292.12	--
Central Office Build Out		
- per Initial 100 sq. ft. Floor Space Request/C.O.	$717.53	--
- per Add'l 100 sq. ft. Floor Space Request/C.O.	$293.53	--
Cable Vault Splicing/per Initial splice	$216.09	--
Cable Vault Splicing/per Subsequent splice	$15.85	--
Splice Testing/per Initial Splice Test	$49.62	--
Splice Testing/per Subsequent Splice Test	$2.92	--
Cable Pulling from Manhole to Cable Vault/ per First foot	$234.68	--
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	$1.17	--
Cable Pulling from Cable Vault to the transmission node/per First foot	$87.57	--
Cable Pulling from Cable Vault to the transmission node/per add'l foot	$0.89	--
Power Delivery/per Power Lead	$1,853.37	--
Transmission Node Enclosure/ per initial 100 sq. feet	$62.22	--
Transmission Node Enclosure/ per Add'l 100 sq. feet	$24.57	--
Diverse Riser/per Floor Traversed	$488.80	--
Cancellation Charge	$75.46	--

COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION — OHIO

	Non-Recurring Charges	Monthly Recurring
Space Reservation Charge/per Each request	$754.52	--
Central Office Floor Space/per 100 sq. ft.	--	$505.43
Riser Space/Foot	--	$1.12
Entrance Conduit/per Innerduct per foot	--	$0.07
Power Consumption/per Fuse AMP	--	$6.96
200 Conductor Electrical Cross Connect Block	--	$61.46
Digital Cross-Connect Panel (DSX-3)/per DS-3 Termination	--	$14.54
Digital Cross-Connect Panel/per DSX-1 Panel (Up to 56 DS-1 Term)	--	$42.43
Optical Cross-Connect Panel/per OCX Panel Segment	--	$5.57
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	--	$0.56
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	--	$6.96
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/per Each	--	$61.46
Digital Timing Source/per Synchronization Signal Provided	--	$12.25
DS-1 Repeater	--	$5.69
DS-3 Repeater	--	$33.00

COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION — OHIO

	Non-Recurring Charges	Monthly Recurring
Service Order	$119.11	--
Optical Line - Cable Vault Splicing/ per Initial Splice	$216.09	--
Optical Line - Cable Vault Splicing/ per Subsequent Splice	$15.85	--
Optical Line - Splicing Test/ per Initial Splice	$49.62	--
Optical Line - Splicing Test/ per Subsequent Splice Test	$2.92	--
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	$234.68	--
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot	$1.17	--
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	$87.57	--
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot	$0.89	--
Optical Line - Diverse Riser/per Floor Traversed	$488.80	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	$3018.11	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/per Add'l 7' Bay Installed on Initial or Subsequent Order	$1509.06	--
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	$2263.58	--
Project Management Fee/		

COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION — OHIO

	Non-Recurring Charges	Monthly Recurring
per additional shelf installed on subsequent order	$1,358.15	--
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	$1,810.87	--
Power Delivery/per 7' Bay Installed	$1,853.37	--
Thru-Connect per DSX-1 to DSX-1	$7.09	$0.22
Thru-Connect per OCX to OCX	$7.09	$1.66
7' Bay (Company Provided)/per Bay	$513.01	$26.25
7' Bay (Customer Installed/Pre-Packaged)/per Bay	--	$22.54
Optical Line - Entrance Facility/per Foot	--	$0.07
Optical Line - Riser Space/per Foot	--	$0.25
Optical Line - Riser Space/per Fiber Termination	--	$1.45
Power Consumption/per Fuse AMP	--	$6.96
200 Electrical Conductor Cross-Connect Block/per Block	--	$61.46
Digital Cross-Connect Panel/ per DS-3 Termination	--	$14.54
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	--	$42.43
Optical Cross-Connect Panel/ per Panel Segment	--	$5.57
Digital Timing Source per Timing Circuit	--	$2.45

EXHIBIT PS VII-A

MICROWAVE TRANSMISSION FACILITIES
RATE ELEMENTS, DESCRIPTIONS AND CHARGES

A. Feasibility Study: Includes (i) walkthrough of rooftop of Premise with Ameritech's Collocation Coordinator, Microwave Coordinator and Real Estate Representative(s) for inspection of Rooftop Space and determination of line-of-sight; (ii) analysis and research of structure, engineering and safety of rooftop structure; (iii) determination of cable entry/egress location.

Non Recurring Rate: $1,661.06

B. Design Review: Includes review and analysis of Access Application and proposed design of Northpoint's Microwave Transmission Facilities and Ameritech's oversight of Northpoint's construction of Microwave Transmission Facilities. Rate varies based on type of Support Equipment placed by Northpoint. When Northpoint constructs a Tower, Design Review charges will be determined on an individual case basis, based on labor rates for the necessary Ameritech representatives. "Tower" includes (i) a Northpoint-constructed Support Equipment equaling or exceeding a height reasonably determined by Ameritech on a Premise Specific basis.

Non Recurring Rates:

Northpoint-provided Free Standing structure (i.e. Tripod):	$1,220.07	
Northpoint-provided Pole:	$1,550.84	
Northpoint-provided Side Wall mount:	$1,550.84	
Northpoint-provided Tower:	$ 723.91	plus project specific costs
Ameritech Tower:	TBD	

C. Roof Space: per square foot of Rooftop Space encumbered ("Encumbered Area") by Northpoint's Support Equipment and Mounted Equipment. The Encumbered Area shall equal (a) the greater of (i) the length of the base of the Support Equipment and (ii) the longest portion of the Mounted Equipment plus three (3) feet multiplied by (b) the greater of (x) the width of the base of the Support Equipment and (y) the widest portion of the Mounted Equipment plus three (3) feet. The base of the Support Equipment shall include area under guide wires attached to Support Equipment.

Recurring Rate: $2.57 per square foot per month of encumbrance

D. Cable Entry Hatch: Non-recurring rate includes construction of Cable Entry Hatch.

Non-Recurring Rate: $2,210.78

Recurring rate: Includes roof space associated with the Cable Entry Hatch.

Recurring Rate: $1.62/month

E. Antenna Grounding/Bonding: Non-Recurring Rates include provision by Ameritech of appropriate grounding and bonding to the Mounted Equipment and Support Equipment, including ground points at both and the grounding bar at the Cable Entry Hatch and grounding cable.

Grounding/Bonding: $3,991.35
Grounding Cable per lineal foot: $103.26

F. Roof Space encumbered by Northpoint's cable: per lineal foot of cable from Support Equipment to Cable Entry Hatch.

Recurring Rate: $1.28 per month per lineal foot of cable

G. Feasibility Study/ Design Review for subsequent placements of Mounted Equipment on existing Support Equipment. Determined on an individual case basis. This charge does not apply unless such placement is a Major Alteration.

Free Standing	$2,741.69
Pole	$3,072.46
Side Wall	$3,072.46
Ameritech Tower	$3,403.24
Customer Provided Tower	$2,245.53 plus project specific costs

H. Placement of Mounted Equipment on Ameritech Support Equipment: Recurring Rate: TBD

I. Inside Cable Placement. Riser space charges are as set forth in Exhibit VII of the Pricing Schedule. Horizontal racking, certain vertical riser, floor coring and conduit charges shall be charged on an Extraordinary Charge basis and set forth in the Tentative Approval.

Deposits:

Northpoint Placement of Free Standing Structure (i.e. tripod):	$1,000.00
Northpoint Placement of Pole:	$2,000.00
Northpoint Placement of Side Mount:	$4,000.00
Northpoint Placement of Tower:	Individual Case Basis

J. Roof Space and Ameritech Tower per Antenna $1,812.53/month

EXHIBIT PS-VIII
STRUCTURE PRICING

POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

	Nonrecurring Charge	Per Year
Administrative Fee		
- per request or assignment	$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole		$2.52
Conduit Attachment Fee		
- per foot of innerduct occupied per year		$.37[2/]

The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. Administrative Fees. Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Northpoint's request for Attachment. Administrative Fees are payable with Northpoint's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - $200.00 per request or assignment.

2. Maps, Records and Information Charges. Maps, Records and Information Charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Northpoint. Charges for these services will be as follows:

a. Initial Map Preparation - The full cost to Ameritech to prepare a map or record for access by a Northpoint.

2/ If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

b. Record Searches and Information Requests - The full cost to Ameritech to research records and assemble information to respond to a Northpoint's request for information and, if applicable, to meet with the Northpoint to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Northpoint shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Northpoint shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Northpoint the amount by which the deposit exceeds the actual cost of the request.

3. Make Ready Work Charges. Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Northpoint, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.

b. Prior to commencing any Make Ready Work by Ameritech, the Northpoint shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Northpoint shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.

c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Northpoint shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Northpoint's Attachment.

d. In the event that other Northpoints, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Northpoint's proportionate share of the Make Ready Work Charges.

4. Attachment Fees. Attachment Fees are the recurring charges to the Northpoint to place and maintain its Attachments in or on Ameritech's Structure.

a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Northpoint will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Northpoint will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.

b Pole Attachment Fees

i) The Attachment Fee for poles applies to each pole on which the Northpoint has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.

ii) Pole Attachment Fee: $2.52 per pole, per year for each one foot of space occupied by the Northpoint's Attachments.

c. Duct or Conduit Attachment Fees

i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Northpoint placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.

ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Northpoint's Attachment, plus the cable racking and maintenance loop space measured by the length of the Northpoint's cable within each manhole.

iii) If Northpoint's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.

iv) If Northpoint occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.

v) Conduit Attachment Fee:

$.37 per foot of Inner-duct or cable racking and maintenance loop space occupied per year.

d. Rights-of-Way Attachment Fees:

i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Northpoint has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.

ii) If Northpoint's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

iii) The Attachment Fees for the Northpoint's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.

iv) The Attachment Fees for the Northpoint's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Periodic Inspection Fees

Periodic inspection fees will be assessed to cover the Northpoint's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

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1. "Rate Zone" is defined in Ameritech's applicable tariffs for business and residential

Exchange Line Services.

AMENDMENT NO. 4

to the

INTERCONNECTION AGREEMENT –OHIO

by and between

AMERITECH OHIO

AND

NORTHPOINT COMMUNICATIONS

The Interconnection Agreement ("the Agreement") by and between Ameritech Ohio ("AMERITECH") and Northpoint Communications ("CLEC"), approved by the Public Utilities Commission of Ohio (PUC-OH) is hereby amended as follows:

(1) The following definitions are added in Schedule 9.2.1.

"Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

"Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

"Acceptance Testing" shall be defined as upon delivery of a loop to/for the CLEC, **SBC-AMERITECH's** field technician will conduct a call with the LOC and CLEC to initiate performance of a series of Acceptance Tests, which would consist of a **SBC-AMERITECH** technician at the customer premise to place a "short" across the twisted pair and "open" the pair; for the purposes of validating basic metallic loop parameters including continuity and pair balance as defined in the underlying Agreement, or applicable industry standards ("Acceptance Test").

(2) The following language is added in Schedule 9.5 as Section 2.3 to add Acceptance Testing to the Agreement:

2.3 Acceptance Testing and Cooperative Testing

2.3.1 **SBC-AMERITECH** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. The Parties agree the purpose of this Agreement is to test xDSL loops only. When **SBC-AMERITECH** provides the High Frequency Portion of the Loop ("HFPL"), continuity is generally assumed as **SBC-AMERITECH** retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary in the case of HFPL.

2.3.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

2.3.3 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine with more than 24 hours remaining before the order is to be completed that Acceptance Testing is desired or needed, the request may be added; however, this may cause a new standard due date to be calculated for the service order.

2.3.4 Acceptance Testing Procedure:

2.3.4.1 Upon delivery of a loop to/for the CLEC, **SBC-AMERITECH's** field technician will conduct a call with the LOC and CLEC to initiate performance of a series of Acceptance Tests, which would consist of a **SBC-AMERITECH** technician at the customer premise to place a "short" across the twisted pair and "open" the pair; for the purposes of validating basic metallic loop parameters including continuity and pair balance as defined in the underlying Agreement, or applicable industry standards ("Acceptance Test"). In addition, the **SBC-AMERITECH** field technician will provide the CLEC technician adequate demarcation information (NID information). Furthermore, these Acceptance Tests shall not negatively affect the ILEC switching equipment. If Acceptance Tests performed by CLEC negatively impact the ILEC switching equipment, CLEC shall notify the ILEC promptly upon discovery of the problem. In no case shall CLEC have physical access to **SBC-AMERITECH's** Main distributing frame (MDF) or intermediate distributing frame (IDF). If the loop fails Acceptance Testing parameters, parties will follow the procedure described in section 2.3.4.5.

2.3.4.2 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-AMERITECH** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

2.3.4.3 If the loop passes the "Acceptance Test" parameters, as defined by Section 2.3.4.1, the CLEC will provide **SBC-AMERITECH** with a confirmation number and **SBC-AMERITECH** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Section 2.3.5.

2.3.4.4 For the purposes of this amendment, "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.3.4.5 If the "Acceptance Test", as defined in Section 2.3.4.1, fails, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-AMERITECH** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-AMERITECH** with a confirmation number and **SBC-AMERITECH** will complete the order. If CLEC's xDSL service does not function as desired, yet test parameters are met, **SBC-AMERITECH** will still close the order. **SBC-AMERITECH** will not complete an order that fails Acceptance Testing.

2.3.4.6 If **SBC-AMERITECH** and CLEC agree that CLEC's approved Industry Standard Test Equipment can accurately and consistently test and send signals through repeaters and Digital Loop Carrier on a loop with no voice customer at

the time of xDSL provisioning without impacting other services or equipment, then **SBC-AMERITECH** will work cooperatively with CLEC during such testing.

2.3.4.7 **SBC-AMERITECH** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-AMERITECH** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 2.3.5 below.

2.3.4.8 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-AMERITECH** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-AMERITECH** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 2.3.5 below.

2.3.4.9 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. Both Parties agree that technology is evolving and may indeed require new and different testing processes in the future, and the Parties will continue to discuss the implementation of automated systems to implement cooperative acceptance testing procedures. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

2.3.5 Acceptance Testing Billing

2.3.5.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-AMERITECH** is failing to install loops that are acceptable under the terms and definitions of this Agreement.

2.3.5.2 **SBC-AMERITECH** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-AMERITECH** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time over any 2 month period of time, **SBC-AMERITECH** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-AMERITECH** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-AMERITECH** may then perform a comprehensive analysis of the population.

2.3.5.3 If the sampling results from Section 2.3.5.2 above show that **SBC-AMERITECH** is in non-compliance with the conditioning success rate, as defined in this Agreement, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

2.3.5.4 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **SBC-AMERITECH** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 2.3.5.2 above, be performed to determine whether **SBC-AMERITECH** can show compliance with the minimum success rates, as defined in Section 2.3.5.2 above. If the sampling results show **SBC-**

AMERITECH is again in compliance, billing for Acceptance Testing shall resume.

2.3.5.5 Regardless of whether **SBC-AMERITECH** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Agreement. **SBC-AMERITECH** will not bill for loop repairs when the repair resulted from an **SBC-AMERITECH** problem.

2.3.5.6 Beginning November 1, 2000, the **SBC-AMERITECH** delivery commitment, as defined by this Agreement in section 2.3.5.2, changes from 80% to 90%.

2.3.5.7 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	$40.92	$22.60

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

(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 OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

(5) This Amendment shall be filed with and subject to approval by the Public Utilities Commission of Ohio (PUC-OH).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2000, by Ameritech Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Northpoint Communications	**Ameritech Ohio**
By:_____	By:_____
Title: _____	Title: President - Industry Markets
Name: _____ (Print or Type)	Name: _____ (Print or Type)
Date:_____	Date:_____

On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 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 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Ohio does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between Northpoint Communications and Ameritech Ohio.

AMENDMENT NO.____

To the

INTERCONNECTION AGREEMENT –OHIO

by and between

AMERITECH OHIO

AND

QWEST COMMUNICATIONS CORPORATION, INC.

The Interconnection Agreement ("the Agreement") by and between Ameritech Ohio and QWEST Communications Corporation, Inc. ("CLEC"), approved by the Public Utility Commission of Ohio is hereby amended as follows:

I. This Agreement is amended to add Dark Fiber language to the UNE Appendix as Article X, and is attached hereto and incorporated herein. The remaining Appendices have been re-numbered.

ARTICLE -X

DARK FIBER

10.1 In **SBC-12STATE,** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that SBC has not activated through connection to the electronics that "light it", or a another CLEC has not leased. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff. (All of the above is now agreed to by SBC).

10.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may subscribe to dark fiber that is considered "spare," as defined in Sections 10.4.1 and 10.5.1, below.

10.2 Interoffice Dark Fiber

10.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is two continuous fiber optic strands (a pair) that are spliced in all segments between two

different **SBC-12STATE** Central Offices (CO), and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.

10.2.2 Where Interoffice Dark Fiber terminates at a collocation arrangement, **SBC-12STATE** will place a jumper cable connecting the Loop Fiber or Interoffice Dark Fiber on the **SBC-12STATE** distribution frame to the 90/10 splitter that serves CLEC POT bay at rates detailed in appendix pricing.

10.3 Loop Fiber

10.3.1 SBC-12STATE will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment of two continuous fiber optic strands (a pair) that are spliced in all segments and terminated on both ends, between an SBC Central Office and an end user customer premise.

10.3.2 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment of two continuous fiber optic strands (a pair) that are spliced in all segments and terminated on both ends located within an **SBC-12STATE** fiber optic cable sheath between:

10.3.2.1 the serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

10.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

10.3.3 At a CO the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO.

10.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will 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.

10.3.5 Where Loop Fiber terminates at a Customer premise or RT location, **SBC-12STATE** will place a jumper cable connecting the Loop Fiber or Interoffice Dark Fiber on the **SBC-12STATE** termination point to CLEC's termination point on a 90/10 splitter shelf at rates detailed in appendix pricing.

10.4 Spare Fiber Inventory Availability and Condition

10.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE's** forecasted growth, defective fibers, or fibers subscribed to by other carriers. SBC will not make available more than 25% of the spare dark fiber contained in the requested segment to each CLEC.

10.4.2 Fiber is available for lease and is allocated among the requested CLEC's on a first come, first served basis.

10.5 Determining Spare Fibers:

10.5.1 **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:

10.5.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. -Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

10.5.1.2 Defective fibers

10.5.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month–period following the carrier's request.

10.5.1.4 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

10.6 Quantities and Time Frames for ordering Dark Fiber:

10.6.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. SBC will make available no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 10.4.1 and 10.5.1 above.) (See definition of spare facilities set forth in Sections 10.4.1 and 10.5.1 above.)

10.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be invoiced as outlined in state specific Appendix Pricing. Agreed to by SBC.

10.6.2.1 **SBC-12STATE** will notify CLEC in writing as to the availability of a requested segment or segments within the time frames as detailed in the CLEC Handbook.

10.7 Dark Fiber will be assigned to CLEC only when an ASR is processed

10.7.1 If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

10.7.2 Dark fiber will be assigned to CLEC 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 CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 10.6.2.

10.8 Right of Revocation of Access to Dark Fiber

10.8.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke CLEC's access to the dark

fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

10.8.2 **SBC-12STATE** may revoke CLEC's right to use the dark fiber, being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, **SBC-12STATE** must demonstrate to CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

10.9 Access Methods specific to Dark Fiber

10.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

10.10 Installation and Maintenance for Dark Fiber

10.10.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment. **SBC-12 STATE** restore impaired fiber cables on a non-discriminatory basis.

10.10.2 **SBC-12STATE** will maintain the fiber within 3 Db of the actual measured loss reading taken at time of release to CLEC.

10.11 Maintenance of Elements

10.11.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.

10.11.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Unbundled Network Element and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'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.

10.11.3 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.

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

10.11.5 If CLEC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.

10.11.6 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-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.

10.11.7 If CLEC requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

II. Pricing Appendix is to add pricing associated with the above Appendix and is attached hereto and incorporated herein.
1.0

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

IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

V. This Amendment shall be filed with and subject to approval by the Public Utility Commission of Ohio.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2001, by Ameritech Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

QWEST Communications Corporation, Inc.

By: _____

Title: Sr Director, Industry Affairs

Name: ANNE M. CULLATHER
(Print or Type)

Date: 6-20-01

***SBC Telecommunications, Inc. as agent for Ameritech Ohio**

By: _____

Title: President - Industry Markets

Name: O. R. Stanley
(Print or Type)

Date: JUL 16 2001

On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC,* No. 96-3321, 2000 Lexis 17234 (July 18, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech-Ohio does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights contained in the Interconnection Agreement. Ameritech-Ohio further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech-Ohio does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech-Ohio 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.

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			AIT Generic Rates			
OHIO			AIT RECURRING		AIT NON-REC.	
			Monthly			
UNBUNDLED NETWORK ELEMENTS						
Dark Fiber						
##	Dark Fiber Interoffice					
##		Dark Fiber Interoffice Termination (Per Termination per Fiber)	$75.79		NA	NA
##		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	$0.00159		NA	NA
##		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	$3.20		NA	NA
##	Dark Fiber Loop					
##		Dark Fiber Loop Termination (Per Termination per Fiber)	$12.84		NA	NA
##		Dark Fiber Loop Mileage (Per Fiber per Foot)	$0.00176		NA	NA
##		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	$2.62		NA	NA
##	Inquiry (Per Request)					
##		Dark Fiber Loop - NRC	NA		$73.25	NA
##		Dark Fiber Sub-Loop - NRC	NA		$73.25	NA
##		Dark Fiber Interoffice Transport - NRC	NA		$290.65	NA
##	FIRM ORDER (Per Fiber Strand)					
##		Administrative per Order				
##		Connect	NA		$11.53	NA
##		Disconnect	NA		$10.21	NA
##		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)				
##		Connect	NA		$343.23	NA
##		Disconnect	NA		$90.67	NA
##		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)				
##		Connect	NA		$351.46	NA
##		Disconnect	NA		$81.71	NA
##		Dark Fiber Interofcfice Transport - NRC				
##		Connect	NA		$414.95	NA
##		Disconnect	NA		$160.42	NA
*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**						
##	**Rate elements not included in TELRIC order**					

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

This Merger Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the A**Amendment**@) is dated as of November 1, 1999 by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., with its principal offices at 350 North Orleans, Chicago, Illinois 60654, on behalf of and as an agent of Ameritech Ohio, (A**Ameritech**@) and NorthPoint Communications, Inc., with its principal offices at 303 Second Street, San Francisco, California 94107 (A**Requesting Carrier**@).

WHEREAS, Ameritech and Requesting Carrier are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of December 8, 1998 (the A**Agreement**@);

WHEREAS, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the AFCC Conditions@), agreed to offer certain advanced services OSS discounts on terms and conditions described in the FCC Conditions; and

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the advanced services OSS discounts as described in the FCC Conditions and incorporated by reference into this Amendment.

WHEREAS, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the AFCC Conditions@), agreed to offer certain uniform rates for conditioning of xDSL loops on terms and conditions described in the FCC Conditions; and

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the uniform interim rates for conditioning of xDSL loops as described in the FCC Conditions and incorporated by reference into this Amendment.

WHEREAS, Ameritech, in the Paragraph 32 of Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the AFCC Conditions@), agreed to negotiate with interested CLECs a uniform change management process for implementation in the SBC/Ameritech Service Area; and

WHEREAS, Ameritech further agreed in the FCC Conditions to offer to include in its Interconnection Agreements with CLECs a commitment to follow the uniform change management process agreed upon with interested CLECs in such negotiations.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1.0 DEFINED TERMS; DATES OF REFERENCE

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in the FCC Conditions.

1.2 **AAmendment Effective Date@** shall mean the date on which this Amendment is filed with the Commission for approval under Section 252(e) of the Act.

1.3 For purposes of calculating the intervals set forth in the FCC Conditions:

(a) the Merger Closing Date is October 8, 1999.

2.0 AMENDMENTS TO THE AGREEMENT

Subject to **Section 3.0** below, on and after the Amendment Effective Date, the Agreement is amended as follows:

2.1 **Section 9.7** of the Agreement is amended by adding thereto the following new Sections:

> **9.7.3 OSS Discounts.** Beginning thirty (30) days after the Merger Closing Date, Ameritech will, subject to Requesting Carrier=s qualification and compliance with the provisions of Paragraph 18 of the FCC Conditions, provide Requesting Carrier access to unbundled 2-Wire ADSL-Compatible Loop(s), 2-Wire HDSLBCompatible Loop(s) and/or 4-Wire HDSL-Compatible Loop(s) described in **Schedule 9.2.1** used to provide Advanced Services at the rates and on the terms and conditions set forth in Paragraph 18 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference. If Requesting Carrier does not qualify for the OSS discounts set forth in Paragraph 18 of the FCC Conditions, Ameritech=s provision and Requesting Carrier=s payment for unbundled Local Loops shall continue to be governed by **Article IX**.
>
> **9.7.4 Uniform Interim Rates for Conditioning xDSL Loops.** Ameritech will provide Requesting Carrier conditioning of xDSL Loop(s) at the uniform interim rates and on the terms and conditions set forth in Paragraph 21 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference.

SS

2.2 **Article XIX** of the Agreement is amended by adding thereto new Section as follows:

> **19.17 FCC Conditions Certification**. In order to qualify for the OSS Discounts set forth in **Section 9.7.3**, Requesting Carrier shall deliver to Ameritech and the Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Schedule 19.1** as specifically required by Paragraph 18 of the FCC Conditions.

2.3 New **Schedule 19.1** is hereby added to the Agreement in the form attached hereto as Attachment 1.

2.4 **Article XXVIII** is amended by adding the following new Section thereto:

> **28.5 Effect of Conditions.** In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under Ohio law grant similar rights against Ameritech, Requesting Carrier shall not have a right to invoke the relevant terms of these FCC Conditions contained in this Agreement, if Requesting Carrier has invoked substantially related conditions imposed on the merger under Ohio law.

2.5 **Article XXIX** is amended by renumbering **Section 29.18** to **Section 29.19** and adding the following new **Section 29.18**.

> **29.18** Ameritech and Requesting Carrier shall follow the uniform change management process agreed upon with interested CLECs pursuant to Paragraph 32 of the FCC Conditions.

2.6 **Schedule 1.2** of the Agreement is amended by adding the following definitions in appropriate alphabetical order:

> **AAdvanced Services@** is as defined in Paragraph 2 of the FCC Conditions.
>
> **AFCC Conditions@** means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3.0 SUSPENSION OF CONDITIONS

Notwithstanding anything to the contrary in the Agreement or this Amendment, if the Merger Agreement is terminated, or the FCC Conditions are overturned or any of the provisions

of the FCC Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, the provisions described in **Section 2.0** of this Amendment shall be automatically, without notice, suspended as of the date of such termination or order or finding and shall not apply after the date of such termination or order or finding.

4.0 MISCELLANEOUS

4.1 The Agreement, as amended hereby, shall remain in full force and effect. 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 otherwise specifically noted.

4.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Ohio, without reference to conflict of law provisions.

4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

4.4 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

NorthPoint Communications, Inc.	Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of and as agent for Ameritech Ohio.
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

Attachment 1

Schedule 19.1

FORM OF CERTIFICATE OF ELIGIBILITY FOR OSS DISCOUNTS

[Insert Date]

VIA FACSIMILE AND U.S. MAIL

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____:

This Certificate of Eligibility for OSS Discounts (the AEligibility Certificate@) is delivered to you pursuant to **Section 19.17** of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of December 8, 1998 by and between our companies, as amended to the date hereof (the AAgreement@). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION (INITIAL OR ON A QUARTERLY BASIS)]

As a condition to receipt of the promotional provisions set forth in the Agreement, [REQUESTING CARRIER] hereby certifies to Ameritech that

1. Requesting Carrier intends on using the following requested unbundled Local Loops to provision Advanced Services:

[LIST]

2. The requested unbundled Loops that have obtained the OSS discounts are being used to provision Advanced Services.

In Witness Whereof, [REQUESTING CARRIER] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this ___ day of _____, _____.

[REQUESTING CARRIER]

By:_____
Name Printed:_____
Title:_____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
QWEST COMMUNICATIONS CORPORATION, INC.

WHEREAS, The Ohio Bell Telephone Company d/b/a SBC Ohio[1] ("SBC Ohio") and Qwest Communications Corporation, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually agree to amend the Agreement in writing; and

WHEREAS, the Parties wish to amend the Agreement with the Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary, which is attached hereto and incorporated herein by this reference and which shall become effective as set forth in Paragraph 5 below.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the rates, terms and provisions of the existing Agreement regarding physical and virtual collocation with the rates terms and conditions set forth in Article XII (Collocation – Section 251(c)(6)), 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 and Physical Collocation, Appendix Virtual Collocation) and Collocation Rate Summary all of which are attached hereto and incorporated herein by this reference. The Parties further agree that the attached Article XII (Collocation – Section 251(c)(6)), 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) and the Collocation Rates shall supercede and replace all existing rates, terms and conditions related to physical and virtual collocation of the Agreement in their entireties, without the necessity of physically removing the superceded rates, terms and conditions from publicly filed Agreement such as those on file with the state public utility regulatory commission.

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

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

4. The Parties acknowledge and agree that this Amendment incorporates certain provisions ("the Non-Voluntary Terms") into the Agreement that were ordered by the Public Utilities Commission for the State of Ohio in the Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with The Ohio Bell Telephone Company, Incorporated, d/b/a Ameritech Ohio Pursuant to Section 252(b) of the Telecommunications Act of 1996, Case No. Case No. 00-1188-TP-ARB (AT&T Communications of Ohio, Inc. and TCG Ohio) of June 21, 2003 and Commission Entry of December 19, 2002("Decision") and are being provided to CLEC solely as a result of such Decision. The Parties further acknowledge and agree that the Non-Voluntary Terms in this Amendment are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Decision or otherwise affects

[1] The Ohio Bell Telephone Company ("Ohio Bell"), an Ohio corporation, is a wholly-owned subsidiary of SBC Midwest, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Ohio Bell uses the registered trade name SBC Ohio. SBC Midwest is a wholly owned subsidiary of SBC Communications Inc.

such Non-Voluntary Terms, either Party may, by providing written notice to the other Party, require that such Non-Voluntary Terms be deleted or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement. The Parties further acknowledge and agree that because the Non-Voluntary Terms are being incorporated herein solely due to the Decision and constitute arbitration results, the Non-Voluntary Terms do not qualify for portability into Illinois, if at all, under 220 ILCS 5/13-801(b) or Condition 27 of the SBC/Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555.

5. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Ohio shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Ohio has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Ohio, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-Ohio's right to exercise its option at any time to adopt on a date specified by SBC-Ohio the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Qwest Communications Corporation, Inc.

Signature: _____

Name: Annie M. Cullathan
(Print or Type)

Title: Director
(Print or Type)

Date: 2/7/05

The Ohio Bell Telephone Company d/b/a SBC Ohio by SBC Telecommunications, LLC, its authorized agent

Signature: _____

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: FEB 17 2005

FACILITIES-BASED OCN # 7952

ACNA SPA/LGT

SCHEDULE 12.9.1
PHYSICAL COLLOCATION SPACE RESERVATION

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

1. CLEC may reserve additional space in an SBC Ohio 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 Ohio by CLEC 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 an 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 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 Ohio may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service - including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.

- The total amount of space reserved cannot exceed the amount of space SBC Ohio is currently using in the Central Office.

- SBC Ohio will impute an amount equal to the reservation charge to the appropriate operations for which the space is reserved.

8. SBC Ohio shall enforce its reservation in the same manner in which CLEC and other collocating Telecommunications Carriers shall be required to enforce its reservations. In that case, SBC Ohio 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 Collocation space from SBC Ohio, CLEC shall send written verification that it still requires each Physical Collocation space requested on CLEC's application for which space is available. This written notification is CLEC's firm order for service for each Collocation space requested. CLEC's written notification shall be accompanied by CLEC'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 CLEC has a satisfactory credit rating with SBC Ohio for the twelve (12) month period preceding the date of CLEC's request for Physical Collocation pursuant to **Section 12.12**, CLEC shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
Upon completion of space conditioning and prior to turnover:	50% of COBO charges

If CLEC's credit rating is not satisfactory within the aforementioned period, CLEC's shall pay the COBO charges in accordance with the provisions of SBC Ohio's applicable tariff.

1.3 CLEC will begin paying for the space on Occupancy Date by CLEC if the space is ready (pursuant to the original collocation application) prior to the Committed Delivery Date or on the actual delivery date if such date is after the committed due date.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space. Physical Collocation will be provided subject to the following provisions:

2.1 CLEC will be responsible for any extraordinary costs incurred by SBC Ohio to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC'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 Ohio 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 CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. SBC Ohio must advise

CLEC if extraordinary costs will be incurred within twenty (20) Business Days of CLEC's request for space. Otherwise, CLEC will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

SBC Ohio shall allocate space preparation, security measures and other collocation charges on a pro-rated basis in order to insure that when CLEC is the first entrant into SBC Ohio's premises, CLEC does not bear the entire cost of site preparation. SBC Ohio shall partition the costs by comparing, for example the amount of conditioned space actually occupied by CLEC with the overall space conditioning expenses

SBC Ohio shall provide to CLEC a written proposal which covers CLEC's requirements for the space and details the associated requirements and the applicable charges required to meet CLEC's specific request and the expected service date. CLEC shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to SBC Ohio. Upon receipt of CLEC's signed proposal, SBC Ohio will begin the work and charge CLEC 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%).

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

2.3 CLEC is responsible for coordinating with SBC Ohio to ensure that services are installed in accordance with the service request.

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

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, CLEC shall obtain SBC Ohio's written approval of CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. SBC Ohio may request additional information before granting approval and may require scheduling changes. CLEC 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 Ohio within 20 days of receipt, the request is considered approved.

2.6 SBC Ohio has the right to inspect CLEC'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 CLEC is found to be in non-compliance with the terms and conditions of this Schedule, CLEC must modify its installation to achieve compliance. SBC Ohio will notify CLEC in advance of such inspections, and CLEC shall have the right to be present at the time of the inspection.

3.0 Delivery of Virtual Collocation Space

3.1 SBC Ohio shall allow periodic inspections of Virtual Collocation space where CLEC equipment is located as of the Effective Date of this Agreement.

3.2 SBC Ohio shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified from CLEC's remote location.

3.3 SBC Ohio and CLEC shall jointly develop procedures for escalation and expedited requests for maintenance of intraoffice facilities.

3.4 SBC Ohio and CLEC shall jointly develop procedures for notifying CLEC when environmental and power alarms are activated.

3.5 For virtual collocation arrangements already established by CLEC as of the Effective Date of this Agreement, SBC Ohio shall allow CLEC to perform circuit pack changes, install updates, including software updates, and perform other routine maintenance, while under escort by an SBC Ohio employee. SBC Ohio will provide an escort within five (5) hours of CLEC's request. CLEC agrees to pay for such escort service based upon SBC Ohio's standard hourly rates for the type of personnel selected by SBC Ohio to act as the escort.

3.6 Intentionally left blank.

3.7 For new virtual collocation arrangements established hereunder, SBC Ohio shall install, maintain, remove and/or repair all Virtual Collocation Equipment. SBC Ohio may, at SBC Ohio's sole discretion, allow CLEC to perform certain types of maintenance on new virtual collocation equipment under escort as specified in **Section 3.5**, above.

3.8 SBC Ohio shall**,** use the latest documentation provided by CLEC in either hard copy or electronic form when performing work on CLEC equipment.

3.9 SBC Ohio shall**,** follow applicable CLEC guidelines when working on CLEC equipment.

SCHEDULE 12.15
COMMON REQUIREMENTS

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

1. SBC Ohio shall provide to CLEC any intraoffice facilities that CLEC requests and that SBC Ohio provides by tariff or contract to any carrier.

2. SBC Ohio 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. CLEC may provide basic telephone service with a connection jack for the Collocated space.

4. SBC Ohio shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for CLEC's space and equipment. These environmental conditions shall comply with Telecordia Network Equipment-Building System (**"NEBS"**) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

5. SBC Ohio 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 CLEC personnel and its designated agents.

6. SBC Ohio shall provide all ingress and egress**,** of fiber cabling to CLEC Collocated spaces in compliance with CLEC'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. CLEC will pay any additional costs incurred by SBC Ohio to meet any special diversity requirements of CLEC which are beyond those normally provided by SBC Ohio.

7. SBC Ohio shall provide CLEC with written notice five (5) Business Days prior to those instances where SBC Ohio or its subcontractors may be performing non-emergency work that may affect the Collocated space occupied by CLEC or the AC and DC power plants that support CLEC equipment. SBC Ohio will inform CLEC by telephone of any emergency-related activity that SBC Ohio or its subcontractors may be performing that may affect the Collocated space occupied by CLEC or the AC and DC power plants that support CLEC equipment. Notification of any emergency-related activity shall be made as soon as practicable after SBC Ohio 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 Ohio to incur additional costs, CLEC shall reimburse SBC Ohio for such costs.

8. CLEC shall not be required by SBC Ohio to relocate its equipment during the Initial Term or any Renewal Term. If CLEC, at SBC Ohio's request, agrees to relocate its equipment, then SBC Ohio shall reimburse CLEC for any and all costs reasonably associated with such relocation.

9. Should SBC Ohio sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, SBC Ohio 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 Ohio for CLEC equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. SBC Ohio will supply power to support CLEC equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. SBC Ohio shall supply power to CLEC at parity with that provided by SBC Ohio to itself or to any third person. If SBC Ohio performance, availability, or restoration falls below industry standards, SBC Ohio shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements of this Agreement, SBC Ohio shall provide power to meet CLEC's reasonable needs for placement of equipment, Interconnection, or provision of service.

12. Both CLEC's power equipment and SBC Ohio power equipment supporting CLEC's equipment shall comply with all applicable state, and industry standards (e.g., Telecordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.

13. SBC Ohio will provide CLEC 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 e an outage or any type of power disruption to CLEC equipment located in the SBC Ohio facility. SBC Ohio shall provide CLEC prompt notification (within one (1) hour) by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Telecordia Network Equipment-Building System **("NEBS")** standards TR-EOP-000063 or such other standards mutually agreed to by CLEC and SBC Ohio.

15. Cabling shall adhere to Telecordia Network Equipment-Building System (**"NEBS"**) standards TR-EOP-000063 or such other standards mutually agreed to by CLEC and SBC Ohio.

16. SBC Ohio shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. SBC Ohio 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 CLEC with a copy of any existing drawings showing CLEC's proposed

Collocation space and any related SBC Ohio facilities, and provide information relating to measurements for necessary CLEC 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 Ohio charges other Telecommunications providers for the provision of the foregoing drawings and information, CLEC shall reimburse SBC Ohio for the costs, if any, incurred by SBC Ohio to provide CLEC with such drawings and information.

SCHEDULE 12.15.2
REDUCED INTERVALS

12.15.2.1 The following requirements are applicable to CLEC's request for augments to existing Collocation space.

1. SBC Ohio will provide reduced intervals for preparation of CLEC's existing Physical Collocation space to accommodate the following interconnection augments. CLEC must submit to SBC Ohio's Collocation Service Center ("CSC") 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 and fifty percent (50%) of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for CLEC'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 CLEC 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 CLEC 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 CLEC 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 Ohio bays, SBC Ohio cable racks and/or cage expansions within active central office space different than described above will require CLEC 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 Ohio will work construction intervals for other augments not specifically provided for above.

9. The Parties may negotiate intervals for additional standard augments that they may incorporate into this Agreement via amendment. In the event the Parties are unable to agree on a standard interval, either Party may seek dispute resolution under **Article XXVII**.

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 CLEC's compliance with the applicable request process and payment requirements for the space, SBC Ohio shall provide space, as requested by CLEC, to meet CLEC's needs for placement of equipment necessary for Interconnection and access to Network Elements.

2. SBC Ohio shall allow requests for contiguous space in increments of 50 ft^2 for caged or the square footage of one (1) bay or one (1) cabinet for cageless if the space is not subject to outstanding requests by other Telecommunications Carriers.

3. Other than reasonable security restrictions, SBC Ohio shall place no restriction on access to the CLEC Collocated space by CLEC's employees and designated agents. Such space shall be available to CLEC 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 Ohio places on its own personnel or independent contractors.

4. For each building in which Collocated space is provided and upon request by CLEC for that building, SBC Ohio 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 CLEC. CLEC may provide this questionnaire with its request for Collocation and SBC Ohio shall return it or the applicable certification to CLEC within ten (10) Business Days after SBC Ohio's receipt thereof.

5. SBC Ohio shall permit CLEC to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by CLEC's work center; provided, however, that no such CLEC-installed equipment shall interfere with the existing use of the Central Office.

6. SBC Ohio shall construct the Collocated space in compliance with CLEC’s request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by CLEC at prices to be determined.

7. CLEC shall not require advance approval from SBC Ohio 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 Ohio into the CLEC equipment area shall be supplied in the form of fused power feeds from SBC Ohio's main power distribution board to CLEC's BDFB located in the designated CLEC equipment area. The power feeders (cables) shall

efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as mutually agreed upon by the Parties.

9. SBC Ohio power equipment supporting CLEC's equipment shall:

(a) Provide appropriate Central Office ground, connected to a ground electrode located within the CLEC Collocated space, at a level above the top of CLEC's equipment plus or minus two (2) feet to the left or right of CLEC's final request; and

(b) Provide feeder capacity and quantity to support the ultimate equipment layout for CLEC equipment upon completion of the equipment node construction in accordance with CLEC's request for Collocation.

10. SBC Ohio shall within ten (10) Business Days after the initial walkthrough provide CLEC with: (i) documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses, and (ii) a parallel installation sequence.

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

12. SBC Ohio shall within thirty (30) days of the Effective Date provide to CLEC: (i) work restriction guidelines related to any restrictions on the manner in which an CLEC contractor can perform work on SBC Ohio's Premises, and (ii) a list of SBC Ohio technical guidelines applicable to the collocation of equipment in SBC Ohio's Premises. CLEC acknowledges that it is responsible to order such technical guidelines at its cost and expense. SBC Ohio will notify CLEC in a timely manner of any changes to such work restriction and technical guidelines. Any SBC Ohio work restriction or technical guideline that exceeds or differs from industry standards shall be subject to CLEC review and acceptance. In no way will any work restriction be more restrictive than those SBC Ohio places on its own employees and contractors. In addition, technical guideline may not be more restrictive than those applied to SBC Ohio’s own equipment in SBC Ohio’s premises.

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

12.0 Collocation – Section 251(c)(6).

12.1 Physical Collocation. SBC-AMERITECH shall provide to CLEC 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 CLEC Collocation only for the purpose of Interconnection or access to SBC-AMERITECH's Network Elements.

12.2 Virtual Collocation in Physical Collocation Space. Where CLEC is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, CLEC 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 CLEC 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 CLEC is Virtually Collocated in a space which was initially prepared for Virtual Collocation, CLEC 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 CLEC shall coordinate the construction and rearrangement with SBC-AMERITECH of its transmission equipment and facilities for which CLEC shall pay SBC-AMERITECH at the rates set forth in the **Pricing Schedule**. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation. Collocation shall be made available to CLEC 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 CLEC 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.

CLEC 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, utilizing transmission and advanced services capabilities only, pending the FCC's adoption of new rules concerning the collocation of such equipment,

(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.

CLEC may Collocate equipment necessary for Interconnection or access to unbundled Network Elements, which shall include equipment used for signal regeneration (or "hubbing"). CLEC may provide its own BDFB or mini-BDFB. Where CLEC provides its own BDFB or mini-BDFB, CLEC shall provide its own power equipment and SBC-AMERITECH shall provide the power leads from its power source to the CLEC provided BDFB or mini-BDFB. All CLEC provided BDFBs or mini-BDFBs shall meet the Telecordia NEBS Level 1 safety standards. SBC-AMERITECH shall provide 200 amp and 100 amp power leads to the CLEC provided BDFBs and mini-BDFB as a standard caged collocation offering, according to the pricing and provisioning intervals in Southwestern Bell Telephone Company Texas collocation tariff. If the Ohio Commission finds that different terms and conditions should apply to the pricing and provisioning intervals of power leads in its dockets OPUC 96-922 and/or 00-1368, the Parties may amend this Agreement to incorporate such different terms and conditions. CLEC 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) Telecordia NEBS Level 1 safety standards, (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 CLEC, 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 premise together with an affidavit attesting that SBC-AMERITECH's network equipment on such list meets or exceeds the safety standards that SBC-AMERITECH contends CLEC's equipment fails to meet. Additionally, CLEC 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, CLEC 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, CLEC 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. CLEC shall not be required by SBC-AMERITECH to purchase a Cross-Connect to interconnect with the collocated equipment of other Telecommunication Carriers. CLEC may make this connection to another collocating Telecommunications Carrier so long as: (i) CLEC'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) CLEC 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 CLEC 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 CLEC 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 CLEC may enter into with any CLEC or other collocating entity.

12.8 Interconnection Points and Cables.

SBC-AMERITECH shall:

12.8.1 Provide CLEC an Interconnection point or points physically accessible by both SBC-AMERITECH and CLEC, at which the fiber optic cable carrying

CLEC'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 CLEC'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 CLEC Interconnection of copper or coaxial cable if CLEC demonstrates that the use of copper or coaxial cable will not impair Ameritech's ability to serve its own customer or subsequent collocators; and

12.8.4 Permit CLEC 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.

12.8.5 Permit CLEC 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, CLEC 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 CLEC is Collocated in SBC-AMERITECH's Premises, and such Premises are located in the same building as CLEC Affiliate's POP pursuant to a Condo Arrangement listed on **Schedule 16.10**, then SBC-AMERITECH shall, upon CLEC's submission of a service order, permit CLEC 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 referred to as a "Condo Connection").

12.9.2 If CLEC orders a Condo Connection, such Condo Connection shall: (i) be constructed by an SBC-AMERITECH approved vendor selected by and on behalf of CLEC, (ii) require CLEC to lease SBC-AMERITECH cable rack (or, if cable rack is not available within ninety (90) days after CLEC's order for a Condo Connection, CLEC may use conduit installed by CLEC) and/or, as applicable, riser space, to carry the connecting transport facility from CLEC'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 CLEC may order a Condo Connection from SBC-AMERITECH concurrent with or at any time after its request for Collocation in SBC-AMERITECH's Premises. CLEC 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 CLEC agrees to pay, the rates for Condo Connection set forth in the **Pricing Schedule**; provided, however, that CLEC 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 CLEC 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 CLEC shall pay SBC-AMERITECH for Condo Connection(s) at the CC Rates set forth in 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 CLEC, on its own motion, to request the Commission to establish or approve Final CC Rates.

12.9.6 If CLEC 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) CLEC shall, in addition to its indemnity obligations set forth in **Article XXV**, indemnify SBC-AMERITECH for any loss arising from CLEC's installation, use, maintenance or removal of such Condo Connection to the extent such Loss is caused by the actions or inactions of CLEC, its Affiliates or its agents.

12.9.7 When CLEC and SBC-AMERITECH are located in a "condo" building, CLEC shall be allowed to locate, in CLEC's Wire Center, equipment that normally would have been Collocated in SBC-AMERITECH's Wire Center to enable CLEC 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 DSO, DS1, DS3, OC3, OC12, OC48 and where available, STS-1 rates, subject to any technical limitation on the distance between Wire Centers. CLEC 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 CLEC's Wire Center and SBC-AMERITECH's facilities.

12.10 Allocation of Collocation.

12.10.1 CLEC may reserve Collocation space for its future use in SBC-AMERITECH's Premises in accordance with the provisions of **Schedule 12.9.1**. SBC-AMERITECH shall notify CLEC in writing if another Telecommunications Carrier requests Collocation space that is reserved by CLEC. CLEC shall within five (5) Business Days of receipt of such notice provide SBC-AMERITECH either: (i) written notice that CLEC relinquishes such space, or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of CLEC to respond to SBC-AMERITECH within the foregoing five (5) Business Day period shall be deemed an election by CLEC to relinquish such space.

12.10.2 SBC-AMERITECH shall not be required to lease or construct additional space in a Premises to provide CLEC Physical Collocation when existing space in such Premises has been exhausted. Upon request by the appropriate State Commission or CLEC, SBC-AMERITECH will remove any obsolete and unused equipment at its premise 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 CLEC 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, in accordance with the planning processes described in **Schedule 12.9.3**. SBC-AMERITECH will attempt to deliver Collocation pursuant to CLEC's forecasts to the extent that Collocation space is then available.

12.10.4. SBC-AMERITECH shall respond to an CLEC application for Physical Collocation within 10 (ten) business days. In its response, SBC-AMERITECH shall state whether the requested space is available. In addition, SBC-AMERITECH shall provide a floor plan and a detailed price quotation of any extraordinary charges, if applicable. If SBC-AMERITECH denies CLEC's application for Physical Collocation, SBC-AMERITECH shall

state with specificity in its response all of the reasons it is denying CLEC's request for Physical Collocation and specify any available alternative arrangements. If one of SBC-AMERITECH's specified reasons for denying CLEC'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 a State Public Utilities Commission and certified as being space exhausted. If the State Commission review was conducted more than six (6) months previously, SBC-AMERITECH will state in its response that date, not less than 10 (ten) days, on which CLEC may conduct a walk-through of the central office in question.

12.11 Security Arrangements.

12.11.1 CLEC and SBC-AMERITECH agree that security is important for both companies to ensure their respective networks reliability and security, SBC-AMERITECH may require that CLEC comply with reasonable security measures that SBC-AMERITECH uses for its own employees and contractors.

12.11.2 CLEC 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 CLEC, CLEC employees and contractors will receive security training from a vendor other than SBC-AMERITECH.

12.11.3 After the Occupancy Date CLEC will have access to its Physically Collocated equipment twenty-four (24) hours per day, seven (7) days per week. CLEC employees are not required to be accompanied by either a security escort or any other SBC-AMERITECH employee while on SBC-AMERITECH premises. CLEC employees will have immediate access to the facility and the CLEC equipment. SBC-AMERITECH cannot otherwise delay CLEC's entry onto SBC-AMERITECH property. CLEC authorized personnel will have access to health related facilities (e.g., bathrooms), as well as access to parking as it is available. CLEC employees and contractors, with proper identification, who have a work order or a open trouble ticket will be permitted access to CLEC 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 Telecordia NEBS, SBC-AMERITECH EMI and corrosion guidelines.

12.13 Subcontractor and Vendor Approval. SBC-AMERITECH shall permit CLEC 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 CLEC with the written policies used in determining whether or not a contractor will be approved. In addition, SBC-AMERITECH shall allow CLEC 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 CLEC to collocate, on SBC-AMERITECH's property, by constructing an adjacent controlled environmental vaults or similar structures normally used to house telecommunications equipment to the extent technically feasible and subject only to reasonable safety and maintenance requirements. SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until CLEC 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 CLEC seeks to locate such Adjacent Structure is not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. CLEC 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 Adjacent 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 and ordinances. When power requirements are beyond these office capacities and distance limitations SBC-AMERITECH will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with CLEC. At its option, CLEC 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 Facilities, subject to the same nondiscrimination requirements as traditional collocation arrangements.

12.15 Delivery of Collocated Space.

12.15.1 SBC-AMERITECH shall provide CLEC with a single point of contact for all inquiries regarding Collocation. CLEC 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 CLEC will require for such space, (iv) the equipment to be housed in such space, (v) CLEC'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 CLEC'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 CLEC intends to initiate service from such space. SBC-AMERITECH shall notify CLEC in writing within ten (10) Business Days of receiving CLEC'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 CLEC to visit and tour the entire office in question within ten (10) days of its notice to CLEC. If after the tour, SBC-AMERITECH and CLEC do not agree that space is unavailable, SBC-AMERITECH will file with the state Commission detailed floor plans and/or diagrams of such premises to the extent that it is accepted by the appropriate State Commission. CLEC 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 CLEC's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of CLEC's request for Virtual Collocation pursuant to **Section 12.15.1**, 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 CLEC's request, SBC-AMERITECH shall include in its notice to CLEC: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to CLEC by the date set forth in **Section 12.15.2(d)**.

(b) At CLEC's request, SBC-AMERITECH will make cageless collocation available to CLEC in single-bay (10 square feet) or single cabinet (18 square feet) increments. A cageless collocation is one in which CLEC collocates in any unused space that is conditioned to house its equipment. CLEC is not required to construct any enclosure of its equipment. CLEC 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 will be offered in increments of one (1) shelf.

(c) If CLEC's requested Physical Collocation space is available, SBC-AMERITECH and CLEC shall have an initial walkthrough of such space within ten (10) Business Days after SBC-AMERITECH's receipt of CLEC'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 CLEC 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 CLEC where CLEC has existing collocation space and CLEC 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 CLEC will be made available to CLEC by SBC-AMERITECH as more fully described in **Schedule 12.16**.

(g) If SBC-AMERITECH does not provide CLEC with its Collocated space by the Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by an CLEC Delaying Event), CLEC shall receive a credit of one ninetieth (1/90th) 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 (1/150th) 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 CLEC for recurring charges for the Collocated space on the date such space is made available to CLEC for occupancy (the **"**Occupancy Date**"**), if the Occupancy Date occurs on, or after the Committed Delivery Date. CLEC will not be obligated to begin paying for space if said space is delivered prior to the Committed Delivery Date and CLEC is not ready to take possession. CLEC shall vacate the Collocated space if either: (i)

CLEC 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) CLEC fails to Interconnect to the SBC-AMERITECH network within one hundred and fifty (150) days of the Occupancy Date. If CLEC is required to vacate the space pursuant to this **Section 12.15.2(h)**, CLEC shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, CLEC still requires Collocation in that Premises, CLEC 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 CLEC 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 CLEC.

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

(l) After completion of construction, CLEC 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 CLEC's original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by CLEC.

(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 office is not available at the time of CLEC's request, and the Central Office space is Legitimately Exhausted, CLEC can request via a non standard request (NSCR) that they 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 CLEC 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 CLEC seeks to locate such Adjacent Structure is not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. CLEC 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 CLEC shall have an initial site visit of such premises within ten (10) Business Days after SBC-AMERITECH's receipt of CLEC'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 CLEC's contractor to begin work.

(d) SBC-AMERITECH shall deliver to CLEC the requested space on or before the later of: (i) one hundred eighty (180) days from SBC-AMERITECH's receipt of CLEC's NSCR, (ii) ninety (90) days from the receipt of CLEC's NCSR 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 CLEC such real estate within the foregoing intervals (such date of delivery referred to as the "Delivery Date".)

(e) If SBC-AMERITECH does not provide CLEC 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 CLEC Delaying Event), CLEC shall receive a credit of 1/120th 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 CLEC for the recurring charges for the space on the date such space is made available to CLEC for occupancy (the "Occupancy Date").

(g) CLEC is responsible for obtaining any building permits or other approvals which may be necessary to construct the facility. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard.

(h) CLEC or their 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, CLEC 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.

12.15.4. Shared Collocation

(a) Upon request, Ameritech shall provide CLEC Shared Caged Collocation in any Unused Space.
"Shared Caged Collocation" is caged Physical Collocation space shared by CLEC and one or more competitive Local Exchange Carriers ("CLEC") pursuant to terms and conditions agreed upon by such carriers. CLEC may request that Ameritech provide Shared Caged Collocation via: (i) a new request for Physical Collocation whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space ("New Shared Collocation"), or (ii) a request by CLEC to enter into a sublease arrangement with another CLEC in CLEC'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 CLEC and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator." An order for Shared Caged Collocation shall include blanket letters of authorization: (A) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator, and (B) signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

(b) New Shared Collocation is available in increments of fifty (50) square feet (per caged space dimensions, not per carrier). Resident Collocators shall request New Shared Collocation from 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 CLEC is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, CLEC 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 CLEC is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, CLEC 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 CLEC, CLEC 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 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). If CLEC is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, CLEC 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) CLEC represents and warrants to SBC-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 SBC-AMERITECH or for access to SBC-AMERITECH's unbundled Network Elements. SBC-AMERITECH shall provide CLEC access to SBC-AMERITECH's unbundled Network Elements and permit CLEC to Interconnect its network with SBC-AMERITECH from Shared Caged Collocation, regardless if CLEC was the original Collocator. CLEC, however, shall have no right to request and SBC-AMERITECH shall have no obligation to provide CLEC'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, CLEC 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) SBC-AMERITECH shall commit to deliver Requested Collocators the requested space on or before a date (the "**Committed Delivery Date**")

which shall be set in accordance with **12.15.2(d)** or such other reasonable date that the Parties may agree upon.

(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 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 CLEC, as the Primary Collocator, for recurring charges for the Shared Collocated space on the date such space is made available to CLEC and the Resident Collocator(s) for occupancy (the "**Occupancy Date**") if the Occupancy Date occurs after the Committed Delivery Date, or actual date on which CLEC begins to occupy the Collocated space if the Occupancy Date occurs after the Committed Delivery Date. There is no obligation on the part of CLEC, as the Primary Collocator, to begin paying for space if said space is delivered prior to the Committed Delivery Date and neither CLEC nor other Resident Collocators are ready to take possession.

(k) SBC-AMERITECH shall provide positive confirmation to CLEC, 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 CLEC's, as the Primary Collocator's**,** 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 CLEC of this fact within ten (10) Business Days from the receipt of CLEC's request. The Parties shall then negotiate a reasonable time frame.

(m) After completion of construction, CLEC, 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 CLEC, as Primary Collocator.

(n) SBC-AMERITECH shall provide Telephone Equipment detailed drawings depicting the exact path, with dimensions, for the CLEC and the sharing CLEC ingress and egress into the shared collocated space within five (5) business days of SBC-AMERITECH's notice that shared collocation space is available. Such path and any areas around it in which CLEC must work to perform installation shall be free of friable asbestos, lead paint (unless encapsulated), radon, and other health or safety hazards.

12.15.5 Virtual Collocation.

(a) If CLEC requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and CLEC elects Virtual Collocation, and such Virtual Collocation is available at the time of CLEC's request, SBC-AMERITECH shall include in its notice to CLEC described in **Section 12.15.1**: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to CLEC by the date set forth in **Section 12.15.5(c)**.

(b) SBC-AMERITECH and CLEC will have an initial walkthrough of the Collocated space to be provided to CLEC 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 CLEC, and (ii) fourteen (14) calendar days after SBC-AMERITECH's receipt of CLEC's request for Virtual Collocation. SBC-AMERITECH shall within ten (10) Business Days after such walkthrough provide CLEC with: (i) documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses, and (ii) a parallel installation sequence.

(c) SBC-AMERITECH shall deliver to CLEC the requested space on or before the later of: (i) twelve (12) weeks from SBC-AMERITECH's receipt of CLEC'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 CLEC such space within twelve (12) weeks (such date of delivery referred to as the **"**Delivery Date**"**) and

SBC-AMERITECH notified CLEC of this fact within ten (10) Business Days from SBC-AMERITECH's receipt of CLEC's request.

(d) Virtual Collocation space ordered by CLEC will be made available to CLEC by SBC-AMERITECH, as more fully described in **Schedules 12.12** and **12.15**.

(e) SBC-AMERITECH shall provide positive confirmation to CLEC when construction of CLEC-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, CLEC 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 CLEC.

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

(h) CLEC shall have the option to maintain virtually collocated equipment established under the previous Interconnection Agreement between the parties or have SBC-AMERITECH maintain that Virtually Collocated equipment on CLEC's behalf. For new virtual collocations established hereunder, SBC will maintain the Virtually Collocated equipment on CLEC's behalf.

12. 16 Pricing. The prices charged to CLEC for Collocation are set forth in the **Pricing Schedule**.

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

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

12.19 Additional Requirements. The additional requirements set forth in **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:

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

12.20.3 CLEC 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 CLEC.

12.20.4 SBC-AMERITECH shall allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures that are physically collocated on SBC-AMERITECH premises 24 hours a day 7 days a week. SBC-AMERITECH will furnish CLEC with keys, entry codes, lock combinations, and other materials or information which may be needed to gain access to any Physically Collocated CLEC equipment within the secured SBC-AMERITECH facility. SBC-AMERITECH shall allow CLEC reasonable periodic inspection or observation spaces where CLEC has its equipment virtually collocated subject to **Section 12.17.2** and **Article XX** and, in the case of Virtual Collocation, payment by CLEC of the cost of SBC-AMERITECH escorts.

12.20.5 For Physical Collocation, SBC-AMERITECH shall furnish to CLEC a current written list of SBC-AMERITECH's employees who SBC-AMERITECH authorizes to enter CLEC's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.20.6 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.

12.20.7 For Physical Collocation, SBC-AMERITECH shall limit the keys used in its keying systems for CLEC's specific Physical Collocation space which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC 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 CLEC shall immediately provide SBC-AMERITECH with such new keys.

12.20.8 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 CLEC in accordance with the service levels, procedures and intervals, if any, as provided in **Article XXXII** (Performance Measurements)

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non-Recurring Rate
Applicable to Cageless Physical Collocation Only				
	Order Charge/Connect Order	**1ZZKA**		$ 410.45
	Order Charge/Disconnect Order	**1ZZ7D**		$ 10.16
	COBO per Initial bay	**1ZZ71**	$ 403.13	
	50%	**1ZZ7G**		
	25%	**1ZZ7H**		
	COBO ea addl bay	**1ZZ72**	$ 67.55	
	50%	**1ZZ7L**		
	25%	**1ZZ7M**		
	CO Floor Space/bay	**1ZZ7U**	$ 32.85	
	50%	**1ZZH1**		
	25%	**1ZZH2**		
	50%	**1ZZH3**		
	25%	**1ZZH4**		
	Order Charge//Connect Order	**1ZZKA**		
	CO Floor Space/Large bay	**1ZZVO**		
Applicable to (100 SqFt) Caged Physical Collocation Only:				
	Order Charge/order	**1ZZKA**		$ 283.54
	Order Charge/Disconnect Order	**1ZZ7D**		
	COBO - initial 100 sq ft	**1ZZ7O**	$ 696.46	
	50%	**1ZZSC**		
	25%	**1ZZSD**		
	COBO - per add'l 100 sq ft	**1ZZ7P**	$ 284.91	
	50%	**1ZZSA**		
	25%	**1ZZSB**		
	Node enclsoure - init 100 sqft	**1ZZLL**	$ 60.39	
	Node enclsoure - ea addl 100 sqft	**1ZZLM**	$ 23.85	
	CO floor space/100 sqft	**1ZZLS**	$ 490.59	
Applicable to Shared Cage Physical Collocation Only				
	Order Charge per Connect Order	**1ZZKA**		$ 561.45
	Order Charge/Disconnect order	**1ZZ7D**		$ 10.16
	COBO per initial 50 sqft	**1ZZ7Q**	$ 633.44	
	50%	**1ZZVK**		
	25%	**1ZZVH**		
	COBO ea addl 50 sqft	**1ZZ7R**	$ 194.26	
	50%	**1ZZVL**		
	25%	**1ZZVM**		
	Enclosure 1st 50 sqft	**1ZZVN**	$ 47.78	
	enclosure ea addl 50 sqft	**1ZZVP**	$ 21.87	
	CO floor space/50 sqft	**1ZZVJ**	$ 303.08	
Applicable to All Physical Collocation Offerings:				
	Cable Pulling Ca Vault to Node -1st ft	**1ZZKQ**		$ 85.00
	Cable pulling Ca Vault to Node -ea addl ft	**1ZZKR**		$ 0.86
	Power Delivery/Power lead	**1ZZKC**		$ 1,798.94
	Space Reservation	**1ZZLG**		$ 732.36
	Entrance Conduit/innerduct/ft	**1ZZKG**	$ 0.07	
	Passive bay Term (bay&Panel)/DS1 term	**1ZZLN**	$ 0.54	
	Passive bay Term (bay&Panel)/DS3 term	**1ZZLO**	$ 6.76	
	200 Conductor Block (outside node)	**1ZZLT**	$ 59.65	
	Digital Timing Source/synch signal provided	**1ZZKF**	$ 11.89	
	DS1 repeater	**1ZZLP**	$ 5.52	
	DS3 repeater	**1ZZLQ**	$ 32.03	
	Security Photo ID card/card	**1ZZ1P**		$ 10.02
	Riser space/ft	**1ZZKH**	$ 1.09	
	Cancellation Charge	**1ZZ7S**		$ 73.24
Applicable to All Physical & Virtual Collocation Offerings				
	Cable Vault Splicing - per initial	**1ZZKK**		$ 209.74
	Cable Vault Splicing - per subsequent	**1ZZKL**		$ 15.38
	Splice Testing - per Initial	**1ZZKM**		$ 48.16
	Splice Testing - per subsequent	**1ZZKN**		$ 2.83
	Cable Pulling MH to Cable Vault-1st ft	**1ZZKO**		$ 227.79
	Cable Pulling MH to Cable Vault-ea addl ft	**1ZZKP**		$ 1.14
	Diverse Riser/flr traversed	**1ZZKS**		$ 474.44
	Power Consumption/Fuse Amp	**1ZZKB**	$ 9.68	
	Power Msmt Billing/Customer Arrgt	**1ZZ7A**	NA	
	Power Consumption/KWH	**1ZZM7**	NA	
	Power Msmt/Customer Arrgt	**1ZZM1**		NA
	Power Msmt Engrg Charge/Existing Arrgt	**1ZZ7N**		NA
	200 Conductor Electrical Cross Connect Block	**1ZZKD**	$ 59.65	
	Digital Cross-Connect Panel(DSX3)/DS3 term	**1ZZLC**	$ 14.11	
	Digital Cross-Connect Panel(DSX1)/DS1 panel	**1ZZLD**	$ 41.18	
	Optical Cross-Conn panel/OCX Panel segment	**1ZZKE**	$ 5.41	

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non-Recurring Rate
Applicable to Virtual Collocation Only				
	Service Order	**1ZZKA**		$ 115.61
	Cable Pulling-Vault to LGX Panel- 1st ft	**1ZZKQ**		$ 85.00
	Cable Pulling-Vault to LGX Panel- ea addl ft	**1ZZKR**		$ 0.86
	Proj Mgmt Fee - initial 7' bay	**1ZZKV**		$ 2,922.47
	Proj Mgmt Fee - ea subs 7' bay	**1ZZKW**		$ 1,464.74
	Proj Mgmt Fee - initial shelf	**1ZZKX**		$ 2,197.10
	Proj Mgmt Fee - ea addl shelf	**1ZZKY**		$ 1,318.26
	Proj Mgmt Fee - per rearrangement	**1ZZKZ**		$ 1,757.68
	Power Delivery/7' Bay	**1ZZKC**		$ 1,798.94
	Thru Connect per DSX1 to DSX1	**1ZZLE**	$ 0.21	$ 6.88
	Thru Connect per OCX to OCX	**1ZZLF**	$ 1.61	$ 6.88
	7' bay (Co. provided/installed)/bay	**1ZZKT**	$ 25.48	$ 497.94
	7' bay (cust provided/installed)/bay	**1ZZKU**	$ 21.88	
	Riser Space/fiber termination	**1ZZKJ**	$ 1.41	
	Digital Timing Source/timing ckt	**1ZZKF**	$ 2.38	
	Entrance Facility/ft	**1ZZKG**	$ 0.07	
	Optical Line Riser space/ft	**1ZZKH**	$ 0.24	
Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)				
	Cable Racking/ft	**1ZZ77**		
	Project Mgmt Fee	**1ZZ7Y**		
Premises Report				
	Premises Report	**USOC VARIES**		T&M

COLLOCATION POWER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Collocation Power Amendment to the Interconnection Agreement ("ICA") under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("**SBC Ohio**") and Qwest Communications Corporation, Inc. ("**CLEC**") is dated January, _____, 2005.

WHEREAS, SBC Ohio and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Act**") submitted for approval in The Public Utilities Commission of Ohio's ("PUCO") Case No. 00-1188-TP-ARB, as may have been amended prior to the date hereof (the "**Agreement**");

WHEREAS, SBC Ohio has provided notice to all telecommunications carriers in Ohio that have an interconnection agreement with SBC Ohio or are purchasing Act offerings from SBC Ohio intrastate tariffs, of the availability of the collocation power offering reflected in this Amendment, via Accessible Letter CLECAM03-0325 dated September 29, 2003, which notice expressly set forth the timing of the offering and the dependency of the change date of the collocation rate and billing terms (including rate application) on the timing of a telecommunications carrier's actions to accept that offering;

WHEREAS, CLEC wants to amend the Agreement to include the collocation power offering, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Beginning on and after the Power Change Date (as defined in paragraph 4 of this Amendment), CLEC represents and warrants that it will at no time draw more than 50% of the combined total ordered capacity of the DC power leads (in amperes or "AMPs") that are fused for a collocation arrangement, or any new collocation arrangements ((the combined total capacity being the aggregate ordered capacity of all leads for that collocation arrangement, including all "A" AMPs and all "B" AMPs). Based upon that representation and warranty, SBC Ohio shall prospectively bill the CLEC for DC collocation power at a monthly recurring rate of $9.68 per AMP applied to fifty percent (50%) of the combined total ordered capacity that is fused. By way of example, where a CLEC has ordered and SBC Ohio has provisioned two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), based upon that representation and warranty, SBC Ohio shall bill the CLEC the monthly recurring charge of $9.68 for a total of twenty (20) AMPs (i.e., $193.60 per month).

3. Beginning on and after the Power Change Date, to the extent SBC Ohio is billing CLEC monthly recurring rates for collocation DC power elements with respect to DC power lead(s) for which a fuse has not been installed (a "non-fused lead"), SBC Ohio shall cease billing prospectively, from the Power Change Date, for such non-fused leads if a CLEC, in writing, provides its SBC Ohio collocation account manager with specific information to identify those leads claimed to be "non-fused" so to allow SBC Ohio to confirm that status and cease billing for qualifying "non-fused" leads. Such notice must be received by SBC Ohio no later than November 29, 2003, if, pursuant to paragraph 4 hereof, the Power

Change Date is September 29, 2003. Otherwise, the notice must be received by SBC Ohio by the Amendment Effective Date (as defined herein). If CLEC fails to provide the required written information for any qualifying "non-fused" lead by the date set by the foregoing, SBC Ohio shall cease billing prospectively for such a qualifying "non-fused" leads beginning the day after receipt of the required notice.

4. The "Power Change Date" is

a. September 29, 2003, only if SBC Ohio received an original of this Amendment executed by CLEC no later than November 28, 2003 (including if CLEC is seeking to adopt this Amendment pursuant to 47 U.S.C. § 252(i)); or otherwise

b. the Amendment Effective Date.

5. SBC Ohio has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in paragraph 2, to pursue remedies for breach of this Amendment and the Agreement.

6. The provisions of this Amendment shall remain effective until such time as the PUCO establishes, after September 29, 2003, in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Ohio's collocation DC power, or until expiration or termination of this Amendment, whichever is first. If the foregoing is triggered by a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Power Change Date until such time as the PUCO establishes, after September 29, 2003, in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Ohio's collocation DC power.

7. Nothing in this Amendment shall be deemed or considered an admission on the part of SBC Ohio as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in SBC Ohio, or of the manner in which SBC Ohio has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the changes being made by this Amendment. Nothing in this Amendment shall restrict either Party's rights with respect to arguments or positions either may take in any pending or future proceedings. Nothing in this Amendment shall affect either Party's rights, claims, arguments, or positions with respect to collocation power billing (including rate application) for the period prior to the Power Change Date and, further, as to "non-fused" leads, prior to the date that SBC Ohio ceases to bill for any such "non-fused" leads pursuant to this Amendment.

8. The effective date of this Amendment shall be the day upon which the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment is deemed approved by operation of law ("Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the PUCO, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the PUCO; provided, however, that failure to reach such mutually acceptable

new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

10. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the underlying Agreement, including but not limited to the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment), with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its intervening law or other rights relating to the following actions which occurred after the Effective Date of the underlying Agreement, or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), 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. 2002In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Amendment.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Qwest Communications Corporation Inc.

By: _____

Printed: Anne M. Cunningham

Title: Director

Date: 2/7/05

AECN/OCN # 7956 SPA/LGT

The Ohio Bell Telephone Company d/b/a SBC Ohio by SBC Telecommunications, LLC, its Authorized Agent

By: _____

Printed: Mike Auinbauh

Title AVP-Local Interconnection Marketing

Date: FEB 17 2005

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO AND QWEST COMMUNICATIONS CORPORATION INC.

This TRO/TRRO Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC") and Qwest Communications Corporation 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 Ohio.

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 May 25, 2001 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, 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 upon filing with 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 13th day of February, 2006, by The Ohio Bell Telephone Company d/b/a SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Qwest Communications Corporation Inc.

By: _____

Name: Dan Willis
(Print or Type)

Title: Director Finance
(Print or Type)

Date: 2/10/06

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

By: _____

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 2-13-06

FACILITIES-BASED OCN # _____

ACNA LGT

OHIO 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). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, and the property, which is owned and/or leased by the same end-user customer, is not separated by a public roadway.

0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers 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. For purposes of the definition of FTTC and FTTH Loops, 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 [Intentionally left blank.]

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, serving a Mass Market Customer premises 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 with a transmission capacity of 23 or fewer DS-0s.

0.1.7 [Intentionally left blank.]

0.1.8 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with 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. In accordance with 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 in accordance with 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 in accordance with 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. In accordance with 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 in accordance with the TRRO, including Rule 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

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", in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.

0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC 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 the ILEC or any affiliate of the ILEC, 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-ILEC 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. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).

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). 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 Rule 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.

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 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

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 in accordance with 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) [Intentionally left blank]
(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). 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.
(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 cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities, except as provided for in Section 11.2 of this Attachment;
(viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in 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] 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.

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 Affected 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 including those services ordered from a Tariff. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a service order is generated, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. 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.

1.5 [Intentionally Left Blank.]

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements

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.

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) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:

2.1.1 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 Public Utilities Commission of Ohio, such as those decided or issued in Case No. 05-298-TP-UNC and Case No. 05-299-TP-UNC. 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, 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. 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.

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 In accordance with 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 In accordance with 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 by March 11, 2006. CLEC and SBC agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO 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 any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions

2.1.3.3 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 (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 the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.

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 complete all of the tasks necessary to complete a requested conversion or migration, 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, provided that the alternative arrangement is purchased by CLEC from SBC.

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 SBC is not required to provision 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. In accordance with 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. In accordance with 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 In accordance with Rule 51.319(a)(4)(ii), SBC is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. In accordance with 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 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with 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 In accordance with Rule 51.319(3), SBC is not obligated to provision to a CLEC more than 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. In accordance with Rule 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 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than 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. In accordance with 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. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, 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 March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and 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, in accordance with 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 established, 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 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 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 the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. SBC will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place, in connection with any conversion of its Embedded Base.

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 that remain in place as of September 11, 2006.

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 affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by SBC's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by SBC's wire center designations as March 11, 2005 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 Public Utilities Commission of Ohio 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. In the event that the CLEC issues a self-certification to SBC where SBC has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and SBC must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. 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. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

4.1.1 The parties recognize that wire centers that SBC had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by SBC as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, SBC may add the wire center to its 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.

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.

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 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 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. CLEC may not obtain new 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 declassified during the applicable transition period.

4.1.1.6 If the CLEC does provide self-certification pursuant to Section 4.1.1.4 to dispute SBC's designation determination**,** 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 Ohio 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. If a CLEC withdraws its self-certification after a dispute has been filed with the Ohio Commission, but before the Ohio Commission has made a determination regarding the wire center designation, the

wire center designation(s) that were the subject of the dispute will be treated as though the Ohio Commission approved SBC's designations.

4.1.3 SBC may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: SBC shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. SBC shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, SBC may file that information under seal. SBC shall offer to enter into a protective agreement under which SBC would provide such confidential information to CLEC. SBC shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. SBC will notify CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number and directions for accessing the docket on the Public Utilities Commission of Ohio's website. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Public Utilities Commission of Ohio's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Public Utilities Commission of Ohio to adopt a case schedule resulting in the prompt resolution of the dispute. SBC's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, 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 except as provided below. SBC shall promptly notify CLECs via Accessible Letter of any time where SBC has waived its ability to challenge a self-certification as to any wire center for carrier. SBC may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation 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 pendency 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 the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is 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 established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by SBC after March 11, 2005, thirty days after SBC's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after SBC ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.

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.

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). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. 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 CLEC 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; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

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 OHIO 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, provided that it does so self-certify within 12 months (for DS1 or DS3 loops and transport) or 18 months (for dark fiber loops and transport) after the issuance of the Accessible Letter. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 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. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by SBC in the future for any of the 13 SBC ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), SBC will make such Commingled Arrangements available in Ohio except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Ohio. Where SBC in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), SBC will make such Commingled Arrangement available in Ohio under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Ohio. 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. The following SBC Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

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
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 eligibility criteria of Rule 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 SBC agrees that CLEC may request to Commingle the following elements to the extent that SBC is required to provide them pursuant to Section 271 of the Act ("271 Elements") or Applicable Law: (i) Local Loop

transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services).

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 (ii) 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 in accordance with 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 6.3.5 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 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.

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 by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Ohio 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 service 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 Ohio, subject to Section 6.3.8.4 of this Section.

6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular circuits for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall also 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 seek to commence an audit.

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 (AICPA), 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 qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.

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 report within 2 business days from the date of receipt. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria, 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 noncompliant circuit was established as a UNE/UNE combination (unless there is clear evidence in the auditor's report that the noncompliance occurred after the date the circuit was established, in which case true-up shall apply from such date of noncompliance), in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Attachment is effective. CLEC shall submit orders to

SBC to either convert all noncompliant circuits to the equivalent or substantially similar wholesale service or disconnect noncompliant circuits. Conversion and/or disconnect orders shall be submitted within 30 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 circuit beginning with the next billing cycle following SBC' acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Ohio 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 circuit for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding within such 30-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 UNE or UNE combination, or Commingled Arrangement, 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 addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in this Section 6 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Ohio Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.

6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse SBC for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse SBC in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.

6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, 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. SBC can seek such an audit for any particular circuit 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 date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.3.8.9 In the event 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 invoice containing the backbilling following the results of the 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 Rules 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 DSL service to a particular end-user customer and has not ceased providing DSL 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 CLEC 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 SBC 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; or constructing and/or placing new manholes, or conduits or installing new terminals. SBC is not obligated to perform such activities.

8.1.4 [Intentionally left blank.]

8.1.5 [Intentionally left blank.]

8.1.6 SBC shall be entitled to recover the costs of routine network modifications, to the extent such costs are not otherwise recovered through the recurring or non-recurring charges in SBC's current UNE rates.

8.1.6.1 SBC has established the following interim prices to be charged to CLEC for the routine network modifications (RNM) identified below:

i. Repeaters (per repeater)
   a. Initial installation--$588.24
   b. Subsequent channels with trip--$498.28
   c. Subsequent channels without trip--$414.32

ii. Dark Fiber Transport Splicing (per splice)
   a. Initial--$726.65
   b. Additional splices, same enclosure--$185.50
   c. Additional splices, different enclosure, same path--$521.66

8.1.6.2 Any costs for other RNMs which SBC asserts are not otherwise recovered through SBC's recurring or non-recurring charges associated with SBC's current UNE rates shall be addressed in the following manner: The first time an RNM function is performed by SBC on behalf of a CLEC, SBC should perform all functions and take all steps necessary to provide access to the requested UNE, including RNM, in a timely manner, and should charge that CLEC and all subsequent CLECs requesting that function an interim price for such service.

8.1.6.3 The interim prices set forth or provided for in this Section 8.1.6 shall apply until SBC and CLEC agree to other rates or until the State Commission determines different rates. The interim prices set forth or provided for herein shall be subject to true-up, back to the effective date of this Amendment, upon the effectiveness of the Ohio Commission's final order in a proceeding to

determine appropriate rates for RNMs. SBC or CLEC may seek Ohio Commission review of any interim prices charged pursuant to this subsection 8.1.6.

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 CLEC 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 CLEC. 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 Batch Hot Cut Process

The "Batch Hot Cut Process Offerings" are new hot cut processes developed after multi-state collaboration between SBC and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC's underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for conversions of voice service provisioned by SBC Ohio as resale, UNE-P, or Local Wholesale Complete™ to CLEC-provided analog, circuit switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on SBC's CLEC Online website (or successor website). Any future enhancements or modifications to SBC's Batch Hot Cut Process Offerings will be made in accordance with SBC's Change Management Process. SBC will ensure that its Batch Hot Cut Process Offerings comply with all applicable Public Utilities Commission of Ohio batch cut rulings.

9.1 General:

9.1.1 Enhanced Daily Process: The "Enhanced Daily Process" option is designed to support hot cuts associated with new customer acquisitions. SBC places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.

9.1.2 Defined Batch Hot Cut Process: The "Defined Batch Hot Cut Process" is designed to support hot cuts associated with the conversion of CLEC's embedded base customers from service provisioned using SBC-provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch

Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that SBC must accept for a single day in a single central office for all CLECs combined is two hundred lines.

9.1.3 Bulk Project Offering: The "Bulk Project Offering" is designed to support large volumes of hot cuts associated with the conversion of CLEC's embedded base customers from service provisioned using SBC-provided switching to service provisioned using CLEC-provided switching.

9.2 Pricing For Batch Hot Cut Process Offerings. The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC's underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This Attachment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC's underlying interconnection Agreement.

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 any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions

10.1.3.1 CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (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 conversion the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. SBC will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place.

10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops

11.1 The following terms 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 were 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) For each copper loop retired pursuant to Section 11.1.3 below, SBC shall offer to provide nondiscriminatory access to a 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. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

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 Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter SBC will 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 Rules 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 (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), 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 to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, SBC is required to only make the TDM functionality available on an unbundled basis.

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 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. SBC may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 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 CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 [Intentionally left blank.]

14.0 Entrance Facilities and Interconnection Facilities.

14.1 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, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

14.2 Notwithstanding Section 14.1, SBC is required to provide access to facilities that CLEC requests to interconnect with SBC's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

BATCH HOT CUT PROCESS OFFERING—PRICING SCHEDULE

Rate Element	USOC	Rate	
Enhanced Daily Rates			
Enhanced Daily FDT Basic	**NRFHA**	**$29.82**	
Enhanced Daily CHC Basic	**NRFHB**	**$33.78**	
Enhanced Daily IDLC Basic	**NRFHC**	**$62.54**	
Defined Batch Rates			
Defined FDT Basic	**NRFHD**	**$23.71**	
Defined CHC Basic	**NRFHE**	**$25.04**	
Defined FDT Expanded	**NRFHF**	**$23.84**	
Defined CHC Expanded	**NRFHG**	**$25.12**	
Defined IDLC Basic	**NRFHH**	**$61.02**	
Bulk Batch Rates			
Bulk FDT Basic	**NRFHJ**	**$23.69**	
Bulk CHC Basic	**NRFHK**	**$25.03**	
Bulk FDT Expanded	**NRFHL**	**$23.81**	
Bulk CHC Expanded	**NRFHM**	**$25.11**	
Bulk FDT Premium	**NRFHN**	**$26.09**	
Bulk CHC Premium	**NRFHO**	**$27.70**	
Bulk IDLC Basic	**NRFHP**	**$61.01**	

AT&T Wholesale Amendment

Contract Number: 22973

Maryann Mackey
Director, Regulatory
45 Erieview Plaza, Suite 1600
Cleveland, OH 44114
(216) 822-0086 Office
(216) 375-5027 Mobile
mm4182@att.com

October 3, 2017

Mrs. Barcy McNeal
Commission Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

Re: Case No. 17-2000-TP-NAG
Amendment to the Interconnection Agreements (ICAs) of the listed Competitive Local Exchange Carriers (CLECs) to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

Dear Mrs. McNeal:

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with O.A.C. 4901:1-7-12 Compensation for the Transport and Termination of Non-access Telecommunications Traffic, AT&T Ohio hereby files this amendment to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T Ohio and the telecommunications carriers listed in Attachment A is being filed consistent with O.A.C. 4901:1-7-07 Establishment of Interconnection Agreements. Further, the Amendment is effective upon filing and deemed approved by operation of law on the 91st day after filing pursuant to O.A.C. 4901:1-7-07(D)(2).

Should you have any questions or require additional information, please contact me at (216) 822-0086.

Very truly yours,

/s/ Maryann Mackey
Director, Regulatory

Attachment

Attachment A

Access One, Inc
ALEC, Inc.
Armstrong Telecommunications, Inc.
Birch Telecom of the Great Lakes, Inc.
CBB Carrier Services, Inc.
Cbeyond Communications, LLC
CenturyTel Acquisition, LLC
CenturyTel Solutions, LLC
Cincinnati Bell Any Distance Inc.
Cincinnati Bell Extended Territories LLC
Citynet Ohio, LLC
COMLINK, L.L.C.
Digital Connections, Inc.
Expedient Carrier Services, LLC
Fidelity Connect LLC
Global Communications Network, Inc.
Global Connection Inc. of America
Guidance Telecom LLC
Insight Phone of Ohio, LLC
IntelliFiber Networks, Inc.
Intrado Communications Inc.
LDMI Telecommunications, Inc
Local Access LLC
McLeodUSA Telecommunications Services, LLC
Mountain Communications, LLC
New Horizons Communications Corp.
Norlight, Inc.
PaeTec Communications Inc
PNG Telecommunications, Inc.
Qwest Communications Corporation Inc.
Sprint Communications Company, L.P.
Super-Net, Inc.
Talk America Inc.
Tier 2 Communications, LLC
TNCI Operating Company LLC
Windstream KDL, Inc.
Windstream NTI, Inc.
Windstream NuVox Ohio, Inc.
XO Communications Services, LLC

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS FILING FORM

(Effective: 9/2/2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of AT&T Ohio for review and approval of an Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996

TRF Docket No. 90 - _____
Case No. 17 – 2000 – **TP** – NAG
NOTE: Unless you have reserved a Case #, leave the "Case No." fields BLANK

Name of Registrant(s) The Ohio Bell Telephone Company
DBA(s) of Registrant(s) AT&T Ohio
Address of Registrant(s) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114
Company Web Address www.att.com
Regulatory Contact Person(s) Maryann H. Mackey Phone 216-822-0086 Fax 216-781-9643
Regulatory Contact Person's Email Address mm4182@att.com
Contact Person for Annual Report Maryann H. Mackey Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114
Consumer Contact Information Maryann H. Mackey Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room 1660, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC
Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.
Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type ☐ **Other** (explain below)	**For Profit ILEC**	**Not For Profit ILEC**	**CLEC**
Change terms & conditions of existing BLES	☐ ATA *1-6-14(H)* (Auto 30 days)	☐ ATA *1-6-14(H)* (Auto 30 days)	☐ ATA *1-6-14(H)* (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			☐ ATA *1-6-14(H)* (Auto 30 days)
Introduce or Increase Late Payment	☐ ATA *1-6-14(I)* (Auto 30 days)	☐ ATA *1-6-14(I)* (Auto 30 days)	☐ ATA *1-6-14(I)* (Auto 30 days)
Revisions to BLES Cap.	☐ ZTA *1-6-14(F)* (0 day Notice)		
Introduce BLES or expand local service area (calling area)	☐ ZTA *1-6-14(H)* (0 day Notice)	☐ ZTA *1-6-14(H)* (0 day Notice)	☐ ZTA *1-6-14(H)* (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	☐ ZTA *1-6-27(C)* (0 day Notice)	☐ ZTA *1-6-27(C)* (0 day Notice)	
Change BLES Rates	☐ TRF *1-6-14(F)* (0 day Notice)	☐ TRF *1-6-14(F)(4)* (0 day Notice)	☐ TRF *1-6-14(G)* (0 day Notice)
To obtain BLES pricing flexibility	☐ BLS *1-6-14 (C)*(1)(c) (Auto 30 days)		
Change in boundary	☐ ACB *1-6-32* (Auto 14 days)	☐ ACB *1-6-32* (Auto 14 days)	
Expand service operation area			☐ TRF *1-6-08(G)(0 day)*
BLES withdrawal			☐ ZTA *1-6-25(B)* (0 day Notice)
Other* *(explain)*			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	**Direct Mail**	**Bill Insert**	**Bill Notation**	**Electronic Mail**
☐ 15-day Notice	☐	☐	☐	☐
☐ 30-day Notice	☐	☐	☐	☐
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	**Introduce New**	**Tariff Change**	**Price Change**	**Withdraw**
☐ IOS	☐	☐	☐	☐

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	☐ ACE *1-6-08* * (Auto 30- day)	☐ ACE *1-6-08* *(Auto 30 day)	☐ ACE *1-6-08* *(Auto 30 day)	☐ ACE *1-6-10* (Auto 30 day)	☐ UNC*1-6-09* *(Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		☐ ABN *1-6-26* (Auto 30 days)	☐ ABN *1-6-26* (Auto 30 days)
Change of Official Name *	☐ ACN *1-6-29(B)* (Auto 30 days)	☐ ACN *1-6-29(B)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Change in Ownership *	☐ ACO *1-6-29(E)* (Auto 30 days)	☐ ACO *1-6-29(E)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Merger *	☐ AMT *1-6-29(E)* (Auto 30 days)	☐ AMT *1-6-29(E)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Transfer a Certificate *	☐ ATC *1-6-29(B)* (Auto 30 days)	☐ ATC *1-6-29(B)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Transaction for transfer or lease of property, plant or business *	☐ ATR *1-6-29(B)* (Auto 30 days)	☐ ATR *1-6-29(B)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)

*** Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.**

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	☒ NAG *1-7-07* (Auto 90 day)	☐ NAG *1-7-07* (Auto 90 day)
Request for Arbitration	☐ ARB *1-7-09* (Non-Auto)	☐ ARB *1-7-09* (Non-Auto)
Introduce or change c-t-c service tariffs,	☐ ATA *1-7-14* (Auto 30 day)	☐ ATA *1-7-14* (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	☐ UNC*1-7-04 or 05* (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	☐ UNC *1-7-23(B)* (Non-Auto)	
Wireless Providers See 4901:1-6-24	☐ RCC [Registration & Change in Operations] (0 day)	☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, AT&T Ohio, and am authorized to make this statement on its behalf.

Maryann Mackey

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____ (Date) _____

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Maryann Mackey verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*/s/ Maryann Mackey October 3, 2017

Director, Regulatory

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793
Or
Make such filing electronically as directed in Case No 06-900-AU-WVR

AMENDMENT TO THE AGREEMENT BETWEEN CLEC AND THE OHIO BELL TELEPONE COMPANY d/b/a OHIO

WHEREAS, THE OHIO BELL TELEPHONE COMPANY d/b/a **AT&T OHIO** (The Ohio Bell Telephone Company, previously referred to as "Ohio Bell" or "SBC Ohio", now operates under the name **AT&T OHIO**). ("**AT&T OHIO**") and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.,* WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **Intercarrier Compensation**

   2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, 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 A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

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

8. 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	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	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		$0.00			MOU

AMENDMENT

BETWEEN

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

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

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

State	Resale OCN	ULEC OCN	CLEC OCN
OHIO	7560,4388,2895	4549,4543	7952,4543,075E

Description	ACNA Code(s)
ACNA(s)	LGT,ENY,KMM

AMENDMENT TO THE AGREEMENT BETWEEN CENTURYLINK COMMUNICATIONS, LLC AND THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

This amendment ("Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T") and CenturyLink Communications, LLC f/k/a Qwest Communications Corporation Inc. ("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 September 7, 2001, and as subsequently amended ("Agreement"); and

WHEREAS, Qwest Communications Corporation Inc. 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 April 4, 2007; 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 November 16, 2007; and

WHEREAS, CenturyLink seeks to add the ACNAs ENY and KMM and OCNs 2895, 075E, 4388 and 4543to 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 19.18 to Article XIX of the Agreement; and

WHEREAS, the Parties desire to replace Section 29.10 of Article XXIX of the Agreement.

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 Corporation Inc." ("Qwest") to "CenturyLink Communications, LLC".

3. AT&T shall reflect that name change from "Qwest Communications Corporation Inc." 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 Corporation Inc.", "CenturyTel Acquisition, LLC "and "CenturyTel Solutions, LLC" and 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, ENY and KMM and OCNs 7560, 7952, 2895, 075E, 4388 and 4543 starting on and continuing after the Effective Date.

6. The Parties agree to add the following company codes to the Agreement.

   ACNAs "ENY, KMM"

   OCNs "2895, 075E, 4388, 4543"

7. The Parties agree to terminate the Interconnection Agreements between AT&T and CenturyTel Acquisition, LLC approved April 4, 2007 and CenturyTel Solutions, LLC approved November 16, 2007 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 19.18 to Article XIX of the Agreement.

19.18. Joint and Several Liability

19.18.1 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 29.10 in Article XXIX of the Agreement with the following language:

29.10. Notices

29.10.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

29.10.1.1 delivered by electronic mail (email).

29.10.1.2 delivered by facsimile.

29.10.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

29.10.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 29.10.4 below.

29.10.2.2 delivered by facsimile provided CLEC has provided such information in Section 29.10.4 below.

29.10.3 Notices will be deemed given as of the earliest of:

29.10.3.1 the date of actual receipt.

29.10.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

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

29.10.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	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.

29.10.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 29.10. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

29.10.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC

Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 29.10 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

29.10.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

29.10.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

29.10.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

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. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE

(f/k/a **CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the

requested number is completed.

3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.4 Where Consolidated Reference Rater (“CRR”) is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.2.1 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	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		$0.00			MOU
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		$ 0.03	NA		per OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		$ 0.03	NA		per work second
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				NA	$ 0.040		per listing
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					$800.00	$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

CENTURYLINK COMMUNICATIONS, LLC DBA 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 dba Lumen Technologies Group

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 12 Apr 2022

Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, The Ohio Bell Telephone Company d/b/a AT&T OHIO by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT BETWEEN CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES GROUP AND ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit B. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit B; and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2017 ("FCC UNE and Resale Forbearance Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief Order"); and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
    a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
        i. to the same End User; and
        ii. at that same End User's existing location;
        iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
    a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
        i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or

ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.

c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.

5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.

ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.

iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.

iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:

i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or

ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.

c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital

arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.

7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.

   a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

   b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.

   c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.

   a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

   b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS3 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.

   c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the

FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
   i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
   ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.

c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.

11. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service as required by each region. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.

12. The Parties agree to add the following language to Section 4.0 to Schedule 9.2.6 of the Agreement:

    4.0 **Data Connection Security Requirements**

    4.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 12 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

    4.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

13. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

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

16. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

17. For Illinois: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall

become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC orders from AT&T-21STATE, including Resale Services that were ordered prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that same End User's existing location;

(iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover**,** CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of

the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or

(ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized

agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit B

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Last Party Signed/Approved Date
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	CenturyLink Communications, LLC dba Lumen Technologies Group	Interconnection	Approved: 08/08/2001
The Ohio Bell Telephone Company d/b/a AT&T OHIO	CenturyLink Communications, LLC dba Lumen Technologies Group	Interconnection	Approved: 09/07/2001

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop -Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2HXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2HXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2HXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Rural(Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2WXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Suburban(Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2WXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, analog/Reverse Battery-Metro(Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2WXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2JXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2JXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2JXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Rural (Access Area C)	MUJ++, EE7KX, UOB++, UOR++	U4HXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7KX, UOB++, UOR++	U4HXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Metro Access Area A)	MUJ++, EE7KX, UOB++, UOR++	U4HXA	A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop - Rural (Access Area C)	MUJ++, EE7LX, UOB++, UOR++	U2QXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop - Suburban (Access Area B)	MUJ++, EE7LX, UOB++, UOR++	U2QXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop - Metro (Access Area A)	MUJ++, EE7LX, UOB++, UOR++	U2QXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Rural (Access Area C)	MUJ++, EE7MX, UOB++, UOR++	4U1XC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Suburban (Access Area B)	MUJ++, EE7MX, UOB++, UOR++	4U1XB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Metro (Access Area A)	MUJ++, EE7MX, UOB++, UOR++	4U1XA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Rural (Access Area C)	MUJ++, EE7MX, UOB++, UOR++	U4D3C	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Suburban (Access Area B)	MUJ++, EE7MX, UOB++, UOR++	U4D3B	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Metro (Access Area A)	MUJ++, EE7MX, UOB++, UOR++	U4D3A	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLA3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLA2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLA1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLC3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLC2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLC1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLB3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLB2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLB1	A

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14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLD3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLD2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLD1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	UWRA3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	UWRA2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	UWRA1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLF3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLF2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLF1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	4SL13	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	4SL12	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	4SL11	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UY5FC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UY5FB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UY5FA	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer(LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	
13MR-SL	IL	SUB-LOOPS	Line & Station Transfer(LST) performed on Sub Loop	MUJ++, UOB++, UOR++	URCLB	
14	IL	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	IL	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	IL	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options - per element	MUJ++, UOB++, UOR++	NRBXV	

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14	IL	LOOP MODIFICATION	Removal Excessive Bridged Tap Option - per element	MUJ++, UOB++, UOR++	NRBXW	
14	IL	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil - per element	MUJ++, UOB++, UOR++	NRBXZ	
14	IL	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per elementRemoval of Repeater Options - per element	MUJ++, UOB++, UOR++	NRBNL	
14	IL	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per elementRemoval Excessive Bridged Tap Option - per element	MUJ++, UOB++, UOR++	NRBNK	
14	IL	LOOP MODIFICATION	Removal of Load Coil - per element	MUJ++, UOB++, UOR++	NRBNJ	
14	IL	LOOP MODIFICATION	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	MUJ++, UOB++, UOR++	NRMRJ	
14	IL	LOOP MODIFICATION	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	MUJ++, UOB++, UOR++	NRMRP	
14	IL	LOOP MODIFICATION	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRMRS	
14	IL	LOOP MODIFICATION	Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	MUJ++, UOB++, UOR++	NRMRM	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect Service Order - Initial (Connect)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect) Service Order - (Disconnect)	MUJ++, UOB++, UOR++	NKCG6	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Line Connection (Initial)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUC	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Line Connection (Additional)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	1CRG7	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Line Connection (Disconnect-Initial)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NKCG7	

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13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Line Connection (Disconnect-Additional)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NKCG5	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering -(DS1) - Administrative Charge (Connect)	MUJ++, EE7MX, UOB++, UOR++	NR90R	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering -(DS1) - Administrative Charge (Disconnect)	MUJ++, EE7MX, UOB++, UOR++	NR9OT	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges-(DS1) Connection Initial	MUJ++, EE7MX, UOB++, UOR++	1CRG1	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Service Provisioning - (DS1) Connection Additional	MUJ++, EE7MX, UOB++, UOR++	1CRG2	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Service Provisioning - (DS1) Disconnection Initial	MUJ++, EE7MX, UOB++, UOR++	NKCG1	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges-Service Ordering-DS1) Disconnection Additional	MUJ++, EE7MX, UOB++, UOR++	NKCG2	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning (DS3) - Administrative Charge Connection Initial	MUJ++, EE7NX, UOB++, UOR++	NR9OY	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning (DS3) - Administrative Charge Connection Additional	MUJ++, EE7NX, UOB++, UOR++	NR9OZ	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning DS3 Connection Initial	MUJ++, EE7NX, UOB++, UOR++	1CRG3	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning DS3 Connection Additional	MUJ++, EE7NX, UOB++, UOR++	1CRG4	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning DS3 Disconnection Initial	MUJ++, EE7NX, UOB++, UOR++	NKCG3	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning DS3 Disconnection Additional	MUJ++, EE7NX, UOB++, UOR++	NKCG4	
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire Analog - area A	XHG++, XGG++	U7SPA	A
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire Analog - area B	XHG++, XGG++	U7SPB	B
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire Analog - area C	XHG++, XGG++	U7SPC	C
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire Analog - area A	XHK++, XGK++	U7SPA	A
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire Analog - area B	XHK++, XGK++	U7SPB	B
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire Analog - area C	XHK++, XGK++	U7SPC	C
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire DSL - area A	XHW++, XGW++	U7SPA	A
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire DSL - area B	XHW++, XGW++	U7SPB	B
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire DSL - area C	XHW++, XGW++	U7SPC	C
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire DSL - area A	XHY++, XGY++	U7SPA	A
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire DSL - area B	XHY++, XGY++	U7SPB	B

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13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire DSL - area C	XHY++, XGY++	U7SPC	C
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire Analog - area A	XHG++, XGG++	U7SQA	A
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire Analog - area B	XHG++, XGG++	U7SQB	B
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire Analog - area C	XHG++, XGG++	U7SQC	C
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire Analog - area A	XHK++, XGK++	U7SQA	A
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire Analog - area B	XHK++, XGK++	U7SQB	B
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire Analog - area C	XHK++, XGK++	U7SQC	C
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire DSL - area A	XHW++, XGW++	U7SQA	A
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire DSL - area B	XHW++, XGW++	U7SQB	B
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire DSL - area C	XHW++, XGW++	U7SQC	C
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire DSL - area A	XHY++, XGY++	U7SQA	A
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire DSL - area B	XHY++, XGY++	U7SQB	B
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire DSL - area C	XHY++, XGY++	U7SQC	C
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire Analog - area A	XHG++, XGG++	U7SRA	A
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire Analog - area B	XHG++, XGG++	U7SRB	B
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire Analog - area C	XHG++, XGG++	U7SRC	C
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire Analog - area A	XHK++, XGK++	U7SRA	A
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire Analog - area B	XHK++, XGK++	U7SRB	B
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire Analog - area C	XHK++, XGK++	U7SRC	C
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire DSL - area A	XHW++, XGW++	U7SRA	A
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire DSL - area B	XHW++, XGW++	U7SRB	B
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire DSL - area C	XHW++, XGW++	U7SRC	C
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire DSL - area A	XHY++, XGY++	U7SRA	A
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire DSL - area B	XHY++, XGY++	U7SRB	B
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire DSL - area C	XHY++, XGY++	U7SRC	C
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire Analog - area A	XHG++, XGG++	U7SSA	A
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire Analog - area B	XHG++, XGG++	U7SSB	B
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire Analog - area C	XHG++, XGG++	U7SSC	C
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire Analog - area A	XHK++, XGK++	U7SSA	A
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire Analog - area B	XHK++, XGK++	U7SSB	B
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire Analog - area C	XHK++, XGK++	U7SSC	C
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire DSL - area A	XHW++, XGW++	U7SSA	A
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire DSL - area B	XHW++, XGW++	U7SSB	B
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire DSL - area C	XHW++, XGW++	U7SSC	C
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire DSL - area A	XHY++, XGY++	U7SSA	A
13MR-SL	IL	SUB-LOOPS	4 Wire DSL - area B	XHY++, XGY++	U7SSB	B
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire DSL - area C	XHY++, XGY++	U7SSC	C

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13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire Analog - area A	XHG++, XGG++	U7STA	A
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire Analog - area B	XHG++, XGG++	U7STB	B
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire Analog - area C	XHG++, XGG++	U7STC	C
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire Analog - area A	XHK++, XGK++	U7STA	A
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire Analog - area B	XHK++, XGK++	U7STB	B
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire Analog - area C	XHK++, XGK++	U7STC	C
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire DSL - area A	XHW++, XGW++	U7STA	A
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire DSL - area B	XHW++, XGW++	U7STB	B
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire DSL - area C	XHW++, XGW++	U7STC	C
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire DSL - area A	XHY++, XGY++	U7STA	A
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire DSL - area B	XHY++, XGY++	U7STB	B
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire DSL - area C	XHY++, XGY++	U7STC	C
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire Analog - area A	XHG++, XGG++	U7SUA	A
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire Analog - area B	XHG++, XGG++	U7SUB	B
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire Analog - area C	XHG++, XGG++	U7SUC	C
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire Analog - area A	XHK++, XGK++	U7SUA	A
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire Analog - area B	XHK++, XGK++	U7SUB	B
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire Analog - area C	XHK++, XGK++	U7SUC	C
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire DSL - area A	XHW++, XGW++	U7SUA	A
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire DSL - area B	XHW++, XGW++	U7SUB	B
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire DSL - area C	XHW++, XGW++	U7SUC	C
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire DSL - area A	XHY++, XGY++	U7SUA	A
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire DSL - area B	XHY++, XGY++	U7SUB	B
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire DSL - area C	XHY++, XGY++	U7SUC	C
13MR-SL	IL	SUB-LOOPS	NID 2 Wire Analog - area A	XHG++, XGG++		A
13MR-SL	IL	SUB-LOOPS	NID 2 Wire Analog - area B	XHG++, XGG++		B
13MR-SL	IL	SUB-LOOPS	NID 2 Wire Analog - area C	XHG++, XGG++		C
13MR-SL	IL	SUB-LOOPS	NID 4 Wire Analog - area A	XHK++, XGK++		A
13MR-SL	IL	SUB-LOOPS	NID 4 Wire Analog - area B	XHK++, XGK++		B
13MR-SL	IL	SUB-LOOPS	NID 4 Wire Analog - area C	XHK++, XGK++		C
13MR-SL	IL	SUB-LOOPS	NID 2 Wire DSL - area A	XHW++, XGW++		A
13MR-SL	IL	SUB-LOOPS	NID 2 Wire DSL - area B	XHW++, XGW++		B
13MR-SL	IL	SUB-LOOPS	NID 2 Wire DSL - area C	XHW++, XGW++		C
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DSL - area A	XHY++, XGY++		A
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DSL - area B	XHY++, XGY++		B
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DSL - area C	XHY++, XGY++		C
13MR-SL	IL	SUB-LOOPS	NID 2 Wire ISDN Compatible - area A	XHQ++, XGQ++		A

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13MR-SL	IL	SUB-LOOPS	NID 2 Wire ISDN Compatible - area B	XHQ++, XGQ++		B
13MR-SL	IL	SUB-LOOPS	NID Wire ISDN Compatible - area C	XHQ++, XGQ++		C
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DS1 Compatible - area A	XQ1++		A
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DS1 Compatible - area B	XQ1++		B
13MR-SL	IL	SUB-LOOPS	NID Wire DS1 Compatible - area C	XQ1++		C
13MR-SL	IL	SUB-LOOPS	2-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	IL	SUB-LOOPS	4-Wire Analog Sub-Loop	XHK++, XGK++		
13MR-SL	IL	SUB-LOOPS	2-Wire xDSL Digital Sub-Loop	XHW++, XGW++		
13MR-SL	IL	SUB-LOOPS	4-Wire xDSL Digital Sub-Loop	XHY++, XGY++		
13MR-SL	IL	SUB-LOOPS	2-Wire ISDN Digital Sub-Loop	XHQ++, XGQ++		
13MR-SL	IL	SUB-LOOPS	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	XQ1++		
13MR-SL	IL	SUB-LOOPS	Establish, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	IL	SUB-LOOPS	Add or change, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	IL	SUB-LOOPS	per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 2-Wire	MUJ++, UOB++, UOR++	CXCT2	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS1/LT1	MUJ++, UOB++, UOR++	CXCDX	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3/LT3	MUJ++, UOB++, UOR++	CXC8X	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC	

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13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXB	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Dedicated Transport Installation & Rearrangement Charges - DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBC4	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBDT	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Connection	EE7JX	NKCAR	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Disconnection	EE7JX	NKCAS	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish	EE7JX	NKCAT	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Connection	EE7JX	NKCAU	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Disconnection	EE7JX	NKCAV	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Manual Subsequent	EE7JX	NKCAW	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Electronic Establish Connection	EE7LX	NKCAR	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Disconnection	EE7LX	NKCAS	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Electronic Subsequent	EE7LX	NKCAT	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Connection	EE7LX	NKCAU	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Disconnection	EE7LX	NKCAV	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Manual Subsequent	EE7LX	NKCAW	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX	NKCAX	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX	NKCAY	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Electronic Establish Electronic Subsequent	EE7MX	NKCAZ	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX	NKCB1	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX	NKCB2	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Manual Establish Manual Subsequent	EE7MX	NKCB3	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7NX		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7NX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Central Office DS1 to Voice Mux Service Order - Electronic Establish Connection	EE7MX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Central Office DS1 to Voice Mux Service Order - Electronic Establish Disconnection	EE7MX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Central Office DS1 to Voice Mux Service Order - Manual Establish Connection	EE7MX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Central Office DS1 to Voice Mux Service Order - Manual Establish Disconnection	EE7MX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Connection	EE7MX	NKCB4	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Disconnection	EE7MX	NKCB5	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Connection	EE7MX	NKCB6	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Disconnection	EE7MX	NKCB7	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCBA	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCBB	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioining - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioining - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBE	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCBF	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Initial (Connection	EE7LX	NKCBG	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Initial (Disconnection	EE7LX	NKCBH	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Additional Connection	EE7LX	NKCBJ	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Additional Disconnection	EE7LX	NKCBK	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Initial Connection	EE7MX	NKCBL	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Initial Disconnection	EE7MX	NKCBM	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Additional Connection	EE7MX	NKCBN	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Additional Disconnection	EE7MX	NKCBO	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initia Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Connection	EE7MX	NKCBT	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Disconnection	EE7MX	NKCBU	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Connection	EE7MX	NKCBV	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Disconnection	EE7MX	NKCBW	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Connection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Disconnection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Connection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Disconnection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Initial, Install	EE7MX	NKCC6	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Install	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Disconnect	EE7MX	NKCC7	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS1 , Design and Coordination Charge	EE7MX	NKCC9	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7MX	NKCCA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS0, Design and Coordination Charge			
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DSO, Design and Coordination Charge			
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from OPO, DSO, Design and coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCCH	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Private Line to UNE Conversion			
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - AC2U Project Administrative Activity Per Service Circuit	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC		NR9D6	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - FIRM ORDER (Per Fiber Strand) Administrative per Order		NRB51	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interofcfice Transport - NRC		NRB54	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Routine Modiifications to Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++		
7	IL	OPERATIONS SUPPORT SYSTEM	Maintenance of Service	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	IL	OPERATIONS SUPPORT SYSTEM	Sub-Loops - Maintenance of Service	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access AreaC)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HXD	D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7LX	U2QXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7LX	U2QXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7MX	U2QXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7MX	4U1XB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7MX	4U1XC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7MX	4U1XD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7MX	U4D3A	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7MX	U4D3B	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7MX	U4D3C	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLA1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C-Suburban	MUJ++, UOB++, UOR++	2SLA2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLA3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLC1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C-Suburban	MUJ++, UOB++, UOR++	2SLC2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLC3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLB1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C-Suburban	MUJ++, UOB++, UOR++	2SLB2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLB3	D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLD1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C-Suburban	MUJ++, UOB++, UOR++	2SLD2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLD3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	UWRA1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C-Suburban	MUJ++, UOB++, UOR++	UWRA2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	UWRA3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLF1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C-Suburban	MUJ++, UOB++, UOR++	2SLF2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLF3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	4SL11	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C-Suburban	MUJ++, UOB++, UOR++	4SL12	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	4SL13	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Metro	MUJ++, UOB++, UOR++	UY5FB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Suburban	MUJ++, UOB++, UOR++	UY5FC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area D - Rural	MUJ++, UOB++, UOR++	UY5FD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Ordering - Per Order	MUJ++, UOB++, UOR++, EE7JX, EE7KX, EE7LX, EE7MX	SEPUP	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Service Ordering - Add/Change Per Order	MUJ++, UOB++, UOR++, EE7JX, EE7KX, EE7LX, EE7MX	REAH9	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Line Connection - Per Loop	MUJ++, UOB++, UOR++, EE7JX, EE7KX, EE7LX, EE7MX	SEPUC	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Line Connection - Add/Change Per Loop	MUJ++, UOB++, UOR++, EE7JX, EE7KX, EE7LX, EE7MX	REAH5	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Loop DS3 - Administrative	MUJ++, UOB++, UOR++, EE7NX	NR9OY	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Loop DS3 - Design & Central Office	MUJ++, UOB++, UOR++, EE7NX	NR9O1	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Loop DS3 - Customer Connection	MUJ++, UOB++, UOR++, EE7NX	NR9O3	
7	OH	OPERATIONS SUPPORT SYSTEM	Service Coordination fee per account, per CO.	MUJ++, UOB++, UOR++	UFE	
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer(LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	
13MR-SL	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer(LST) performed on Sub Loop	MUJ++, UOB++, UOR++	URCLB	
14	OH	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	OH	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	OH	LOOP MODIFICATION	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	MUJ++, UOB++, UOR++	NRMN6	
14	OH	LOOP MODIFICATION	DSL Generic Conditioning all PSD's > 17.5 KFT	MUJ++, UOB++, UOR++	NRMN7	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBXV	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBXW	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBXZ	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBNL	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBNK	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBNJ	
14	OH	LOOP MODIFICATION	Remove All or Non-Excessive Bridged Tap (RABT) - MMP Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	MUJ++, UOB++, UOR++	NRMRJ	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	OH	LOOP MODIFICATION	Remove All or Non-Excessive Bridged Tap (RABT) - MMP Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	MUJ++, UOB++, UOR++	NRMRP	
14	OH	LOOP MODIFICATION	Remove All or Non-Excessive Bridged Tap (RABT) - MMP emoval of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRMRS	
14	OH	LOOP MODIFICATION	Remove All or Non-Excessive Bridged Tap (RABT) - MMP Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	MUJ++, UOB++, UOR++	NRMRM	
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SPA	B
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SPB	C
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SPC	D
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SPA	B
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SPB	C
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SPC	D
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SPA	B
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SPB	C
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SPC	D
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SPA	B
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SPB	C
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SPC	D
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SQA	B
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SQB	C
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SQC	D
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SQA	B
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SQB	C
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SQC	D
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SQA	B
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SQB	C
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SQC	D
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SQA	B
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SQB	C
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SQC	D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SRA	B
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SRB	C
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SRC	D
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SRA	B
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SRB	C
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SRC	D
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SRA	B
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SRB	C
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SRC	D
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SRA	B
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SRB	C
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SRC	D
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SSA	B
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SSB	C
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SSC	D
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SSA	B
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SSB	C
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SSC	D
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SSA	B
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SSB	C
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SSC	D
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SSA	B
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SSB	C
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SSC	D
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7STA	B
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area C	XHG++, XGG++	U7STB	C
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7STC	D
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7STA	B
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7STB	C
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7STC	D
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7STA	B
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7STB	C

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13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7STC	D
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7STA	B
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7STB	C
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7STC	D
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SUA	B
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SUB	C
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SUC	D
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SUA	B
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SUB	C
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SUC	D
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SUA	B
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SUB	C
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SUC	D
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SUA	B
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SUB	C
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SUC	D
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire Analog - area B	XHG++, XGG++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire Analog - Area C	XHG++, XGG++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire Analog - area D	XHG++, XGG++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area B	XHK++,XGK++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area C	XHK++,XGK++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area D	XHK++,XGK++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area B	XHW++, XGW++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area C	XHW++, XGW++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area D	XHW++, XGW++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 4 Wire DSL - area B	XHY++, XGY++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DSL - area C	XHY++, XGY++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DSL - area D	XHY++, XGY++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop 2 Wire ISDN Compatible - area B	XHQ++, XGQ++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop 2 Wire ISDN Compatible - area C	XHQ++, XGQ++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop 2 Wire ISDN Compatible - area D	XHQ++, XGQ++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DS1 Compatible - area B	XQ1++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DS1 Compatible - area C	XQ1++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DS1 Compatible - area D	XQ1++		D

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13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire xDSL Digital Sub-Loop	XHW++, XGW++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire xDSL Digital Sub-Loop	XHY++, XGY++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire ISDN Digital Sub-Loop	XHQ++, XGQ++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire DS1 Digital Sub-Loop	XQ1++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Service Order Charge Establish, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Line Connection Charge per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 2-Wire	MUJ++, UOB++, UOR++, EE7JX, EE7LX	CXCT2	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 4-Wire	MUJ++, UOB++, UOR++, EE7KX	CXCT4	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS1/LT1	MUJ++, UOB++, UOR++, EE7MX	CXCDX	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3/LT3	MUJ++, UOB++, UOR++, EE7NX	CXC8X	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3 C.O. Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	

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13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	

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13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBCL	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport Inquiry (Per Request) - NRC		NR9D6	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Connect		NRB51	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Disconnect		NR9H2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Connect		NRB52	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Disconnect		NR9H3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC Connect		NRB54	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC Disconnect		NR9H5	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	OH	ROUTINE MODIFICATIONS	Routine Modifications of Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++	N3RUE	
7	OH	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	
13MR-SL	OH	OPERATIONS SUPPORT SYSTEM	Sub-Loops - Maintenance of Service Charge	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	