

SBC Companies

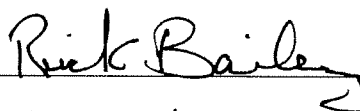
On August 24, 2000, Ohiotelnet.com filed a letter requesting an adoption under Section 251/252 of the FTA96 of the Interconnection Agreement between Ameritech Ohio and Frontier Local Services.

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 September 28, 2000
Termination date of Agreement December 22, 2000
Notice Information (paragraph #): 30.10
Name Mr. Rick Bailey, Sr.
Title Vice President
Street Address 25 W. Main Street
City/State/Zip Newark, Ohio 43055
Telephone # 800-458-9113
FAX # 740-345-6089
Email Address _____

Ohiotelnet.com

Ameritech Ohio
By SBC Telecommunications, Inc.,
Its authorized agent

Signature: 

Signature: 

Name: Rick Bailey
(Print or Type)

Name: Larry E. Cooper
(Print or Type)

Title: SR. Vice President
(Print or Type)

Title: President - Industry Markets

Date: 9/12/00

Date: SEP 14 2000

AECN/OCN# 0251

AMENDMENT NO. 1

TO INTERCONNECTION AGREEMENT

By and Between

AMERITECH OHIO

And

OHIOTELNET.COM, INC.

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“Agreement”) between Ohiotelnet.com (“CLEC”) and Ameritech Ohio (“Ameritech”) 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 26th day of Sept., 2000.

Ohiotelnet.com, Inc.

By: Rick Bailey
Title: SE. Vice President
Name: Rick Bailey
(Print or Type)
Date: 9/21/00

Ameritech Michigan

**By: SBC Telecommunications, Inc.,
Its authorized agent**

By: John T. Starker
Title: President - Industry Markets
Name: John T. Starker
(Print or Type)
Date: 9/26/00

AMENDMENT
TO INTERCONNECTION AGREEMENT – OHIO

By and Between

THE OHIO BELL TELEPHONE COMPANY

And

Ohiotelnet.com

The Interconnection Agreement (“the Agreement”) by and between The Ohio Bell Telephone Company (“Ameritech Ohio”) and Ohiotelnet.com (“CLEC”) is hereby amended as follows:

WHEREAS, the Public Utilities Commission of Ohio (“PUCO”) issued an order (“Order”) in Case No. 96-922-TP-UNC on November 24, 1998, setting forth certain Ohio-specific prices and other requirements pertaining to TELRIC rates and the ability to recover certain Non-Volume Sensitive costs (“NVS”) for a period of three (3) years. The three (3) year period ended effective June 23, 2002; and

WHEREAS, in accordance with the Order, those rates applicable under the Agreement that were set pursuant to the Order to recover the NVS costs are being decreased effective June 24, 2002 (“Revised Rates”); and

NOW THEREFORE, the Parties are entering into this Amendment to incorporate the Revised Rates into the Agreement to replace the corresponding rates in the Agreement which were set pursuant to the Order to recover the referenced NVS costs.

- (1) The rates applicable under the Agreement that were set pursuant to the Order to recover those certain NVS costs are hereby replaced with the new rates in Attachment A (which is incorporated herein) which reflect the removal of the NVS costs. Rates applicable under the Agreement that were not set pursuant to the Order to recover those NVS costs are not changed or otherwise affected hereby. The Parties acknowledge and agree that the Revised Rates shall be deemed to be effective between the Parties as of June 24, 2002,¹ in accordance with the applicable Order and the Agreement. The Parties understand and agree that such Revised Rates are being incorporated into the Agreement solely to effectuate certain pricing changes ordered by the PUCO.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement (“Agreement”), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act (“Adopting CLEC”) after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between Ameritech Ohio and the Adopting CLEC following the PUCO’s order approving the Adopting CLEC’s Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law (“Section 252(i) Effective Date”), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

- (2) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings. Notwithstanding anything to the contrary in the Agreement, in addition to fully reserving its other rights, Ameritech Ohio reserves its right to exercise its option at any time in the future 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. In the event that any of the rates, terms and/or conditions in this Amendment or the Agreement, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- (3) This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- (4) 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 on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing; provided, however, as to CLEC and Ameritech Ohio, the rates contained herein shall be applied in accordance with Paragraph (1) above (subject to Footnote 1, when applicable).
- (5) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, will be coterminous with such Agreement.
- (6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 7th day of OCTOBER, 2002, by Ameritech Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

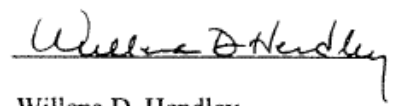
Ohiotelnet.com

The Ohio Bell Telephone Company
By its Authorized Agent,
SBC Telecommunications, Inc.

By:



By:



Printed:

RICHARD EVANS

Printed:

Willena D. Hendley

Title:

SR. VICE PRESIDENT OF OPERATIONS

Title:

for President - Industry Markets

Date:

OCTOBER 7th, 2002

Date:

September 30, 2002

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
2	<u>UNBUNDLED NETWORK ELEMENTS</u>			
3	<u>Unbundled Loops</u>			
4		2-Wire Analog - Metro (Access Area B)	\$ 5.84	See NRC prices below
5		2-Wire Analog - Suburban (Access Area C)	\$ 7.88	See NRC prices below
6		2-Wire Analog - Rural (Access Area D)	\$ 9.43	See NRC prices below
7		2-Wire Ground Start - Metro (Access Area B)	\$ 6.07	See NRC prices below
8		2-Wire Ground Start - Suburban (Access Area C)	\$ 8.50	See NRC prices below
9		2-Wire Ground Start - Rural (Access Area D)	\$ 10.02	See NRC prices below
10		2-Wire Coin - Metro (Access Area B)	\$ 5.84	See NRC prices below
11		2-Wire Coin - Suburban (Access Area C)	\$ 7.88	See NRC prices below
12		2-Wire Coin - Rural (Access Area D)	\$ 9.43	See NRC prices below
13		2-Wire EKL - Metro (Access Area B)	\$ 7.36	See NRC prices below
14		2-Wire EKL - Suburban (Access Area C)	\$ 12.02	See NRC prices below
15		2-Wire EKL - Rural (Access Area D)	\$ 13.35	See NRC prices below
16		Conditioning for dB Loss		See NRC prices below
17		4-Wire Analog - Metro (Access Area B)	\$ 10.29	See NRC prices below
18		4-Wire Analog - Suburban (Access Area C)	\$ 16.41	See NRC prices below
19		4-Wire Analog - Rural (Access Area D)	\$ 19.37	See NRC prices below
20		2-Wire Digital - Metro (Access Area B)	\$ 6.38	See NRC prices below
21		2-Wire Digital - Suburban (Access Area C)	\$ 9.34	See NRC prices below
22		2-Wire Digital - Rural (Access Area D)	\$ 10.79	See NRC prices below
23	<u>DSL Capable Loops</u>			
24		2-Wire Digital Loop ISDN/DSL		
25		2-Wire xDSL Loop		
26		PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
27		PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
28		PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
29				
30		PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
31		PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
32		PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
33				
34		PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
35		PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
36		PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
37				
38		PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
39		PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
40		PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
41				
42		PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
43		PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
44		PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
45				
46		PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
47		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
48		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
49		4-Wire xDSL Loop		
50		PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	\$ 10.29	See NRC prices below
51		PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	\$ 16.41	See NRC prices below
52		PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	\$ 19.37	See NRC prices below
53				
54	<u>Loop Non-Recurring Charges</u>			
55		Service Ordering - Per Order	N/A	\$ 16.02 N/A
56		Line Connection - Per Loop	N/A	\$ 30.61 N/A
57				
58		Service Coordination fee per account, per CO.	\$ 0.48	
59				
60				
61	<u>Cross Connects</u>			
62		4-Wire	\$ 0.29	NA
63		6-Wire	\$ 0.45	NA

Line	OHIO	- Generic Rate Sheets		Monthly - Recurring		Non-Recurring	
64		8-Wire		\$	0.59	NA	
65		DS1/LT1		\$	0.40	NA	
66		DS3/LT3		\$	0.70	NA	
67							
68	Dedicated Transport						
69		Entrance Facility:					
70		DS1	Zone 1	\$	66.45	NA	
71			Zone 2	\$	81.14	NA	
72			Zone 3	\$	62.07	NA	
73		DS3	Zone 1	\$	560.77	NA	
74			Zone 2	\$	646.31	NA	
75			Zone 3	\$	693.84	NA	
76							

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
77		Interoffice Transport:		
78	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 14.79	NA
79		Interoffice Mileage - Per Mile - All Zones	\$ 1.64	NA
80	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 127.75	NA
81		Interoffice Mileage - Per Mile - All Zones	\$ 21.61	NA
82				
83				
84		Dedicated Transport Cross Connects		
85	DS1		\$ 0.40	NA
86	DS3		\$ 0.70	NA
87				
88				
89		Line Information Database - LIDB	USAGE	
90		LIDB Validation	Only Accessible in Illinois	NA
91		LIDB Transport	Only Accessible in Illinois	NA
92				NA
93				NA
94				
95				
96		STP Port	\$ 284.02	\$ 624.49
97		SS7 Signalling	USAGE	
98		Signal Switching/ISUP msg	\$ 0.000127	
99		Signal Transport/ISUP msg	\$ 0.000047	
100		Signal Formulation/ISUP msg	\$ 0.000150	
101		Signal Tandem Switching/ISUP msg	\$ 0.000219	
102		Signal Switching/TCAP msg	\$ 0.000113	
103		Signal Transport/TCAP msg	\$ 0.000031	
104		Signal Formulation/TCAP msg	\$ 0.000124	
105		Orig.Point Code/per svc added or changed		\$ 22.71
106		Global Title Address Trans per svc added/changed		\$ 12.22
107				
108				
109				
110		Unbundled Local Switching (ULS)		
111		ULS Usage, per Originating or Terminating MOU (statewide)	\$ 0.003209 per MOU	NA
112		Customized Routing per Line Class Code, per switch	NA	\$ 304.06
113		Service Coordination Fee, per CLEC bill, per switch	\$ 0.48	
114		Customer Training		\$ 78.82
115				
116		ULS - Port Charge Per Month		
117		Basic Line Port - Business, per Port	\$ 4.61	\$ 48.27
118		Ground Start Port	\$ 4.92	\$ 48.27
119		Analog DID Trunk Port	\$ 12.67	\$ 48.27
120		DID Telephone Number, per Number	\$ 0.01	N/A
121		ISDN BRI Port	\$ 28.15	\$ 48.27
122		ISDN Telephone Number, per Number	\$ 0.01	

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
123		ISDN PRI Port	\$ 146.52	\$ 725.29
124		ISDN Telephone Number, per Number	\$ 0.01	
125		Digital Trunking Trunk Port	\$ 105.71	\$ 725.29
126		Centrex Basic Line Port	\$ 8.90	\$ 48.27
127		Centrex ISDN BRI Port	\$ 44.99	\$ 48.27
128		Centrex EKL Line Port	\$ 27.29	\$ 48.27
129		Centrex Attendant Console Line Port	\$ 87.24	\$ 96.55
130				
131		ULS Port Non-Recurring Charges		
132		Conversion from one port type to another, per each port changed	NA	\$ 43.63
133				
134		Unbundled Tandem Switching		
135		Tandem Switching		
136		Duration charge, per MOU	\$ 0.000623	
137				
138		Unbundled Centrex System Options		
139		Centrex Common Block Establishment, per Serving Office	NA	\$ 494.11
140		Centrex System Features,	305.52	
141				
142		RECIPROCAL COMPENSATION		
143		End Office Local Termination		
144		Duration charge, per MOU	\$ 0.003600	
145		Tandem Switching		
146		Duration charge, per MOU	\$ 0.000623	
147		Tandem Transport Termination, per MOU	\$ 0.000146	
148		Tandem Transport Facility Mileage, per MOU per mile	\$ 0.000006	
149				
150		COLLOCATION		
151		Applicable to *(100 SqFt) Caged Physical Collocation Only:		
152		Order Charge/order		\$ 283.54
153		Order Charge/Disconnect order		
154		COBO per initial 100 sqft	\$ 696.46	
155			50%	
156			25%	
157		COBO - per add'l 100 sq ft	\$ 284.91	
158			50%	
159			25%	
160		Node enclsoure - init 100 sqft	\$ 60.39	
161		Node enclsoure - ea addl 100 sqft	\$ 23.85	
162		CO floor space/100 sqft	\$ 490.59	
163				
164		Applicable to All Physical Collocation Offerings:		
165		Cable Pulling Ca Vault to Node -1st ft		\$ 85.00
166		Cable pulling Ca Vault to Node -ea addl ft		\$ 0.86
167		Power Delivery/Power lead		\$ 1,798.94
168		Space Reservation		\$ 732.36
169		Entrance Conduit/innerduct/ft	\$ 0.07	
170		Passive bay Term (bay&Panel)/DS1 term	\$ 0.54	
171		Passive bay Term (bay&Panel)/DS3 term	\$ 6.76	
172		200 Conductor Block (outside node)	\$ 59.65	
173		Digital Timing Source/synch signal provided	\$ 11.89	
174		DS1 repeater	\$ 5.52	
175		DS3 repeater	\$ 32.03	
176		Security Photo ID card/card		
177		Riser space/ft	\$ 1.09	
178				
179				
180		Applicable to All Physical & Virtual Collocation Offerings		
181		Cable Vault Splicing - per initial		\$ 209.74
182		Cable Vault Splicing - per subsequent		\$ 15.38

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
183		Splice Testing - per Initial		\$ 48.16
184		Splice Testing - per subsequent		\$ 2.83
185		Cable Pulling MH to Cable Vault-1st ft		\$ 227.79
186		Cable Pulling MH to Cable Vault-ea addl ft		\$ 1.14
187		Diverse Riser/flr traversed		\$ 474.44
188		Power Consumption/Fuse Amp	\$ 6.76	
189		Power Msmt Billing/Customer Arrgt	NA	
190		Power Consumption/KWH	NA	
191		Power Msmt/Customer Arrgt		NA
192		Power Msmt Engrg Charge/Existing Arrgt		NA
193		200 Conductor Electrical Cross Connect Block	\$ 59.65	
194		Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 14.11	
195		Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 41.18	
196		Optical Cross-Conn panel/OCX Panel segment	\$ 5.41	
197				
198		Applicable to Virtual Collocation Only		
199		Service Order		\$ 115.61
200		Cable Pulling-Vault to LGX Panel- 1st ft		\$ 85.00
201		Cable Pulling-Vault to LGX Panel- ea addl ft		\$ 0.86
202		Proj Mgmt Fee - initial 7' bay		\$ 2,929.47
203		Proj Mgmt Fee - ea subs 7' bay		\$ 1,464.74
204		Proj Mgmt Fee - initial shelf		\$ 2,197.10
205		Proj Mgmt Fee - ea addl shelf		\$ 1,318.26
206		Proj Mgmt Fee - per rearrangement		\$ 1,757.68
207		Power Delivery/7' Bay		\$ 1,798.94
208		Thru Connect per DSX1 to DSX1	\$ 0.21	\$ 6.88
209		Thru Connect per OCX to OCX	\$ 1.61	\$ 6.88
210		7' bay (Co. provided/installed)/bay	\$ 25.48	\$ 497.94
211		7' bay (cust provided/installed)/bay	\$ 21.88	
212		Riser Space/fiber termination	\$ 1.41	
213		Digital Timing Source/timing ckt	\$ 2.38	
214		Entrance Facility/ft	\$ 0.07	
215		Optical Line Riser space/ft	\$ 0.24	
216		800 Database		
217		Fac.Based-Reg. STP Conn-800DB Carrier ID Only	\$ 0.001141	
218		Fac.Based-Reg. STP Conn-800DB Routing Options	\$ 0.000137	
219		Non-Fac Based-800DB Call Routing Query	\$ 0.002170	
220				
221				

AMENDMENT
TO INTERCONNECTION AGREEMENT – OHIO
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
OHIOTELNET.COM

The Interconnection Agreement (the "Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio¹ ("SBC Ohio") and Ohiotelnet.com ("CLEC") is hereby amended as follows:

WHEREAS, the Public Utilities Commission of Ohio ("PUCO") issued an order ("Order") in Case No 99-938-TP-COI dated June 20, 2002, to temporarily reduce the rate for the UNE Basic Residential port rate for a period of two years; and

WHEREAS, in accordance with the Order, the interim rate set by the Order were to terminate effective May 12, 2004, and be returned to the rate applicable prior to the interim rate; and

WHEREAS, the Parties are entering into this Amendment to reflect the expiration of the interim rate and indicate that the earlier rate again apply, subject to the reservation of rights and other provisions hereof.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The new rate in Attachment A (which is incorporated herein), which reflect the increase of Basic Residential UNE Port Rate applicable under the Agreement, shall be deemed to be effective between the Parties as of May 12, 2004,² in accordance with the Order. The Parties understand and agree that the rate is being incorporated into the Agreement solely to effectuate certain pricing changes ordered by the PUCO.
2. 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: the United States Supreme Court's opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in United States Telecom Association, et. al ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; 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 on the topic of

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.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively under the adopted provisions beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the PUCO's order approving the Adopting CLEC's Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply under the adopted provisions retroactively prior to the Section 252(i) Effective Date.

Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on 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 the MFN Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by 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.

3. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the PUCO. Based on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing; provided, however, as to CLEC and SBC Ohio, the rate shall be applied in accordance with Paragraph 1 above (including footnote 1, when applicable).
5. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of October, 2004, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

OHIOTELNET.COM

The Ohio Bell Telephone Company d/b/a SBC Ohio
by SBC Telecommunications, Inc., its authorized
agent

By: [Signature]

By: [Signature]

Name: RICHARD EVANS
(Print or Type)

Name: Kathy J. Wilkinson
(Print or Type)

Title: SE. VICE PRESIDENT
(Print or Type)

Title: For/ President-Industry Markets

Date: 9/28/2004

Date: 10/11/04

FACILITIES-BASED OCN # _____

ACNA oel

Attachment A

UNE-P and UNE - L Rate increase

<u>USOC</u>	<u>Description</u>	<u>New Rate</u>
UJR	Basic Analog Residential Port	\$4.61

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY
AND
OHIOTELNET.COM**

The Interconnection Agreement ("Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio")¹ and Ohiotelnet.com ("CLEC") (collectively, the "Parties") is hereby amended ("Permanent Order Amendment") as follows:

WHEREAS, the Public Utilities Commission of Ohio ("PUCO" or "Commission") issued an order ("First Interim Order") in Case No. 02-1280-TP-UNC dated March 11, 2004 to increase monthly recurring rates for 2-Wire analog UNE loops on an interim basis prior to a subsequent final order;

WHEREAS, the PUCO affirmed the First Interim Order in an Entry on Rehearing adopted on April 21, 2004, establishing the effective date for the interim rates set by the First Interim Order as April 21, 2004;

WHEREAS, consistent with the First Interim Order and Entry on Rehearing, SBC Ohio sent CLEC an amendment ("First Interim Order Amendment") to incorporate new rates into the Agreement for 2-wire analog UNE loops, unbundled 2-wire xDSL loops, 2-wire coin loops, and 2-wire ADSL loops;

WHEREAS, on December 21, 2004, the PUCO issued an order ("Second Interim Order") clarifying that the interim loop rates previously ordered by the Commission in the First Interim Order and Entry on Rehearing apply to unbundled 2-wire analog loops only (the "Interim Rates") and that such Interim Rates are applicable from April 21, 2004 through November 2, 2004 (the "Interim Rate Period");

WHEREAS, subsequent to the Second Interim Order, SBC Ohio sent CLEC an amendment ("Second Interim Order Amendment") to incorporate the Interim Rates into the Agreement for the Interim Rate Period and to remove the rates included in the First Interim Rate Order Amendment for 2-wire xDSL loops, 2-wire coin loops and 2-wire ADSL loops (the "Other Loop Rates");

WHEREAS, on February 9, 2005, the PUCO issued an order ("Permanent Order") approving SBC Ohio's compliance run studies, ordering SBC Ohio to file the appropriate price list outlining pricing for all of the unbundled loops and subloops addressed in Phase 1 of Case No. 02-1280-TP-UNC (the "Permanent Rates"), ordering SBC Ohio and CLECs to amend their interconnection agreements to incorporate the Permanent Rates, and ordering SBC Ohio and CLECs to file such amendments with the Commission by March 15, 2005; and

WHEREAS, the Parties are entering into this Permanent Order Amendment to incorporate the Interim Rates and Permanent Rates into the Agreement to replace the corresponding rates in the Agreement for the relevant time periods ordered.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The Agreement is hereby amended to incorporate the Permanent Rates reflected in Attachment A (which is incorporated herein). The Parties acknowledge and agree that the Permanent Rates become effective between the Parties as of November 3, 2004, in accordance with the Permanent Order.
2. The Parties acknowledge that the Interim Rates, as listed in Attachment B, remain effective for the period of April 21, 2004 through November 2, 2004, pursuant to the First Interim Order and Entry on Rehearing. Accordingly, the Agreement is hereby amended to incorporate the Interim Rates reflected in Attachment B (which is incorporated herein) for the Interim Rate Period only. If the Parties have entered into the First Interim

¹ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell") is a wholly owned subsidiary of SBC Midwest and now uses the registered trade name "SBC Ohio." SBC Midwest is a wholly owned subsidiary of SBC Communications Inc.

Order Amendment and/or the Second Interim Order Amendment, this Permanent Order Amendment shall supercede such amendments upon becoming effective pursuant to Section 6 hereof.

3. SBC Ohio shall perform all billing and/or true-ups necessary to (i) apply the Interim Rates listed in Attachment B for the Interim Rate Period, (ii) credit CLEC, if applicable, for any billed Other Loop Rates assessed during the Interim Rate Period pursuant to the First Interim Rate Order Amendment, and (iii) apply the Permanent Rates listed in Attachment A hereto beginning November 3, 2004.² All other rates in the Agreement remain unchanged.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), 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

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively under the adopted provisions beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the PUCO's order approving the Adopting CLEC's Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply under the adopted provisions retroactively prior to the Section 252(i) Effective Date.

Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Permanent Order Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the First Interim Order, Second Interim Order, and/or the Permanent Order, or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to such orders or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
6. The Parties acknowledge and agree that this Permanent Order Amendment shall be filed with, and is subject to approval by, the PUCO. Based on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing. However, irrespective of the approval date, the Interim Rates and Permanent Rates shall be applied in accordance with the terms hereof (including footnote 2, when applicable). SBC Ohio may submit revised billing to CLEC, if necessary, to effectuate same.
7. This Permanent Order Amendment is the result of the PUCO's orders referenced herein and solely addresses rates and rate structures. Accordingly, no aspect of this Permanent Order Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Permanent Order 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2005, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Ohiotelnet.com

The Ohio Bell Telephone Company d/b/a SBC Ohio
by SBC Operations, Inc., its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

PUCO 02-1280
PERMANENT MONTHLY RECURRING RATES
Effective November 3, 2004

Line	OHIO	USOC	Recurring
2	<u>NETWORK ELEMENTS</u>		
3	<u>Loops</u>		
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$9.46
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$12.52
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$13.65
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$8.61
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$13.50
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$14.72
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$8.61
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$13.50
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$14.72
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$8.67
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$13.76
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$14.99
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$9.46
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$17.15
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$18.50
19	4-Wire Analog - Metro (Access Area B)	U4HXB	\$17.75
20	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$29.31
21	4-Wire Analog - Rural (Access Area D)	U4HXD	\$31.81
22	2-Wire Digital - Metro (Access Area B)	U2QXB	\$10.49
23	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$17.10
24	2-Wire Digital - Rural (Access Area D)	U2QXD	\$18.96
25	DS1 - Metro (Access Area B)	U41XB	\$31.77
26	DS1 - Suburban (Access Area C)	U41XC	\$46.79
27	DS1 - Rural (Access Area D)	U41XD	\$50.38
28	DS3 - Metro (Access Area A)	U4D3A	\$335.08
29	DS3 - Suburban (Access Area B)	U4D3B	\$409.73
30	DS3 - Rural (Access Area C)	U4D3C	\$523.90
31			
32	<u>DSL Capable Loops</u>		
33	<u>2-Wire xDSL Loop</u>		
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$9.46
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$12.52
36	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$13.65
37			
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$9.46
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$12.52
40	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$13.65
41			
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$9.46
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$12.52
44	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$13.65
45			
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$9.46
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$12.52
48	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$13.65
49			
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$9.46
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$12.52
52	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$13.65
53			
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$9.46
55	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$12.52
56	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$13.65

PUCO 02-1280
PERMANENT MONTHLY RECURRING RATES
Effective November 3, 2004

Line	OHIO	USOC	Recurring
57	4-Wire xDSL Loop		
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$17.75
59	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$29.31
60	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$31.81
61	<u>SUB-LOOPS</u>		
62	ECS to SAI sub-loop		
63	2 Wire Analog - area B	PENDING	\$1.77
64	2 Wire Analog - Area C	PENDING	\$1.72
65	2 Wire Analog - area D	PENDING	\$1.68
66	4 Wire Analog - area B	PENDING	\$3.55
67	4 Wire Analog - area C	PENDING	\$3.45
68	4 Wire Analog - area D	PENDING	\$3.37
69	2 Wire DSL - area B	PENDING	\$1.77
70	2 Wire DSL - area C	PENDING	\$1.70
71	2 Wire DSL - area D	PENDING	\$1.66
72	4 Wire DSL - area B	PENDING	\$3.54
73	4 Wire DSL - area C	PENDING	\$3.40
74	4 Wire DSL - area D	PENDING	\$3.33
75	ECS to Terminal sub-loop		
76	2 Wire Analog - area B	PENDING	\$3.39
77	2 Wire Analog - Area C	PENDING	\$4.54
78	2 Wire Analog - area D	PENDING	\$5.83
79	4 Wire Analog - area B	PENDING	\$6.78
80	4 Wire Analog - area C	PENDING	\$9.09
81	4 Wire Analog - area D	PENDING	\$11.66
82	2 Wire DSL - area B	PENDING	\$3.39
83	2 Wire DSL - area C	PENDING	\$4.52
84	2 Wire DSL - area D	PENDING	\$5.81
85	4 Wire DSL - area B	PENDING	\$6.77
86	4 Wire DSL - area C	PENDING	\$9.04
87	4 Wire DSL - area D	PENDING	\$11.62
88	ECS to NID sub-loop		
89	2 Wire Analog - area B	PENDING	\$6.03
90	2 Wire Analog - Area C	PENDING	\$7.29
91	2 Wire Analog - area D	PENDING	\$8.60
92	4 Wire Analog - area B	PENDING	\$9.41
93	4 Wire Analog - area C	PENDING	\$12.44
94	4 Wire Analog - area D	PENDING	\$15.12
95	2 Wire DSL - area B	PENDING	\$6.03
96	2 Wire DSL - area C	PENDING	\$7.27
97	2 Wire DSL - area D	PENDING	\$8.58
98	4 Wire DSL - area B	PENDING	\$9.41
99	4 Wire DSL - area C	PENDING	\$12.40
100	4 Wire DSL - area D	PENDING	\$15.08
101	SAI to Terminal sub-loop		
102	2 Wire Analog - area B	PENDING	\$2.08
103	2 Wire Analog - Area C	PENDING	\$3.30
104	2 Wire Analog - area D	PENDING	\$4.63
105	4 Wire Analog - area B	PENDING	\$4.16
106	4 Wire Analog - area C	PENDING	\$6.59
107	4 Wire Analog - area D	PENDING	\$9.27
108	2 Wire DSL - area B	PENDING	\$2.07
109	2 Wire DSL - area C	PENDING	\$3.27
110	2 Wire DSL - area D	PENDING	\$4.61
111	4 Wire DSL - area B	PENDING	\$4.15

PUCO 02-1280
PERMANENT MONTHLY RECURRING RATES
Effective November 3, 2004

ATTACHMENT A
SBC OHIO/OHIOTELNET.COM

Line	OHIO	USOC	Recurring
112	4 Wire DSL - area C	PENDING	\$6.55
113	4 Wire DSL - area D	PENDING	\$9.23
114	SAI to NID sub-loop		
115	2 Wire Analog - area B	PENDING	\$4.72
116	2 Wire Analog - Area C	PENDING	\$6.05
117	2 Wire Analog - area D	PENDING	\$7.41
118	4 Wire Analog - area B	PENDING	\$6.79
119	4 Wire Analog - area C	PENDING	\$9.95
120	4 Wire Analog - area D	PENDING	\$12.73
121	2 Wire DSL - area B	PENDING	\$4.71
122	2 Wire DSL - area C	PENDING	\$6.03
123	2 Wire DSL - area D	PENDING	\$7.39
124	4 Wire DSL - area B	PENDING	\$6.78
125	4 Wire DSL - area C	PENDING	\$9.91
126	4 Wire DSL - area D	PENDING	\$12.69
127	Terminal to NID sub-loop		
128	2 Wire Analog - area B	PENDING	\$2.86
129	2 Wire Analog - Area C	PENDING	\$2.97
130	2 Wire Analog - area D	PENDING	\$3.00
131	4 Wire Analog - area B	PENDING	\$2.78
132	4 Wire Analog - area C	PENDING	\$3.62
133	4 Wire Analog - area D	PENDING	\$3.75
134	2 Wire DSL - area B	PENDING	\$2.86
135	2 Wire DSL - area C	PENDING	\$2.97
136	2 Wire DSL - area D	PENDING	\$3.00
137	4 Wire DSL - area B	PENDING	\$2.78
138	4 Wire DSL - area C	PENDING	\$3.62
139	4 Wire DSL - area D	PENDING	\$3.75

Attachment B**2-Wire Analog UNE - Loop Interim Rate increase****Effective April 21, 2004 through November 2, 2004**

USOC	Description	New Rate
U2HXB	2-Wire Analog - Metro (Access Area B)	\$ 8.84
U2HXC	2-Wire Analog - Suburban (Access Area C)	\$ 10.38
U2HXD	2-Wire Analog - Rural (Access Area D)	\$ 11.43

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
OHIOTELNET.COM**

The Interconnection Agreement ("the Agreement") by and between The Ohio Bell Telephone Company, d/b/a SBC Ohio ("SBC Ohio") and Ohiotelnet.com ("CLEC") is hereby amended as follows:

WHEREAS, on March 13, 2003, the Public Utilities Commission of Ohio ("PUCO") issued an Opinion and Order in Case Nos. 96-922-TP-UNC and 00-1368-TP-ATA ("Order"), establishing interim rates, subject to retroactive true-up, for loop conditioning for the removal of excessive bridged tap, load coils and/or repeaters in association with xDSL capable loops, the High Frequency Portion of the Loop ("HFPL") and which will also apply to the High Frequency Portion of the Centrex Facility ("HFPCF") (collectively "Interim PUCO Loop Conditioning Rates"); and

WHEREAS, in accordance with the Order, the Interim PUCO Loop Conditioning Rates will apply to each order for an xDSL capable loop and the HFPL, and will also apply to each order for an HFPCF in Ohio, effective March 13, 2003 ("Rate Effective Date"); and

NOW THEREFORE, pursuant to the Order, the Parties are entering into this Amendment to formally incorporate the Interim PUCO Loop Conditioning Rates, as applicable, into the underlying Agreement:

- (1) The Pricing Schedule – Ohio to the Agreement is hereby amended to incorporate the following Interim PUCO Loop Conditioning Rates into the underlying Agreement to replace and supersede the corresponding loop conditioning rates for the removal of excessive bridged tap, load coils and/or repeaters in association with xDSL capable loops, the HFPL and/or the HFPCF, as applicable, currently reflected in such Agreement:

Non-Recurring

Interim PUCO Loop Conditioning Rates for the Removal of Excessive Bridged Taps, Load Coils and/or Repeater

Loops 17,500 in Actual Loop Length or Less:	\$10.28
Loops over 17,500 in Actual Loop Length:	\$66.10

Pursuant to the Order, as of the Rate Effective Date and on a prospective basis, these Interim PUCO Loop Conditioning Rates shall apply on an interim basis, subject to retroactive true-up, pending the establishment of final loop conditioning rates by the PUCO.¹

- (2) SBC Ohio will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date; provided however, the Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to SBC

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.


Ohio's obligations under the Service Performance Measurements and that liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.

- (3) The Parties agree that when the PUCO establishes final rates for loop conditioning, such final rates shall be effective between the Parties upon a filing of an Amendment to this Agreement with the PUCO, or as otherwise determined by the PUCO. In any event, the Parties agree to amend the Agreement to reflect the final rates established by the PUCO, but that the effective date of such final rates shall not be contingent upon formally amending the Agreement if the PUCO orders a different effective date.
- (4) The Parties understand and agree that the Interim PUCO Loop Conditioning Rates are being incorporated into the Agreement solely to effectuate the PUCO's Order. This Amendment does not in any way prohibit, limit or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- (5) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the 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; provided, however, as to CLEC and SBC Ohio, the rates contained herein shall be applied in accordance with Paragraph 1 above (subject to Footnote 1 above).
- (6) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.
- (7) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- (8) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 20th day of OCTOBER, 2004, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Ohiotelnet.com

The Ohio Bell Telephone Company d/b/a SBC Ohio by SBC Telecommunications, Inc., its authorized agent

Signature: 

Signature: 

Name: Richard Evers
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: SR VICE PRESIDENT
(Print or Type)

Title: *For/* Senior Vice President - Industry Markets and Diversified Businesses

Date: OCTOBER 4th, 2004

Date: OCT 20 2004

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**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
OHIOTELNET.COM**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC") and Ohiotelnet.com ("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 September 14, 2000 (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;

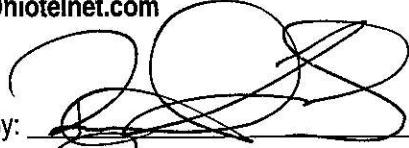
NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

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 31st day of January, 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.

Ohiotelnet.com

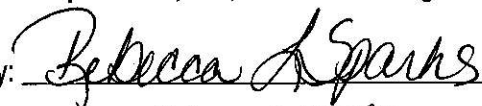
By: 

Name: RICHARD EWANS
(Print or Type)

Title: EXECUTIVE VICE PRESIDENT
(Print or Type)

Date: 01-16-06

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: JAN 31 2006

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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. “Comingle” 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 transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). 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 DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 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's 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").

**RETAIL TARIFF AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE
TELECOMMUNICATIONS SECTION OF 1996
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
OHIOTELNET.COM**

This is a Retail Tariff Amendment (the "Amendment") to the Interconnection Agreement, including, without limitation, all appendices and attachments thereto (the "Agreement"), by and between The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T Ohio") and Ohiotelnet.com ("CLEC") (collectively referred to as "the Parties") previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, On August 12, 2003, the United States Court of Appeals 7th Circuit in *Wisconsin Bell v. Bie* concluded that an Incumbent Local Exchange Carrier (ILEC) cannot be required by a state to tariff the terms and conditions of its wholesale offerings that are required pursuant to §251 of the Telecommunications Act of 1996 (the "1996 Act"); and,

WHEREAS, in its Opinion and Order in Case No. 06-1345-TP-ORD, dated June 6, 2007, the Public Utilities Commission of Ohio held that all regulated nonresidential Tier 2 services and all regulated toll services shall no longer be included in tariffs filed with the Commission, and,

WHEREAS, on April 1, 2008, AT&T Ohio will move the rates, terms and conditions for certain of its regulated retail services (as defined by Ohio law) from the retail tariff to the AT&T Ohio Guidebook (the "Guidebook"); and,

WHEREAS, such certain regulated retail services include non-residential Tier 2 services and all message toll services (residential and non-residential) and more specifically exclude:

- Primary business local exchange service access line and local usage
- Number Only Caller ID
- 2nd and 3rd business local exchange service access lines and usage in non-competitive exchanges
- Call Trace in non-competitive exchanges
- Call Waiting in non-competitive exchanges
- N-1-1 Service in non-competitive exchanges
- Non-Pub Service in non-competitive exchanges
- Payphone Access Lines in non-competitive exchanges
- Per Line Call Blocking in non-competitive exchanges
- Switched and Special Access services; and,

WHEREAS, the Parties desire to amend their current Agreement to reflect the above-referenced changes.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. INTRODUCTION

1.1 The Recitals hereon are incorporated into this Amendment.

¹ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
- 2.1.1 All references in the Agreement, if any, to the retail tariff, or the like, shall be deemed to include the AT&T Ohio Guidebook (including, without limitation, its rates, terms and conditions). AT&T Ohio will post the Guidebook to an AT&T website at att.com/guidebook on or about March 1, 2008 and it will become effective on April 1, 2008.
- 2.1.2 Any changes to the rates, terms and conditions of the Guidebook will be automatically incorporated herein effective on the date any such change is made or otherwise effective as stated in the Guidebook.

3. AMENDMENT EFFECTIVE DATE

- 3.1 Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing ("Amendment Effective Date") and is deemed approved by operation of law on the 91st day after filing.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. RESERVATIONS OF RIGHTS

- 5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. MISCELLANEOUS

- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement concerning the subject matter hereof and supersedes all previous proposals, both verbal and written.
- 6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

Ohiotelnet.com

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

By: *A Duboe*

By: *E. Reed*

Printed: *Annette Duboe*

Printed: **Eddie A. Reed, Jr.**

Title: *Manager*
(Print or Type)

Title: **Director - Interconnection Agreements**
(Print or Type)

Date: *4-25-08*

Date: *5-22-08*

Resale OCN
UNE OCN *251*
Switch Based OCN
ACNA *00N*