

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

This Interconnection Agreement (the "Agreement"), is being entered into by and between The Ohio Bell Telephone Company (which uses the registered trade name SBC Ohio) ("SBC Ohio"), and Citynet Ohio, LLC ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt individual interconnection, service and/or network element arrangement(s) ("Arrangement(s)") from the Interconnection Agreement by and between SBC Ohio and MCImetro Access Transmission Services LLC for the State of Ohio, which was approved by the Public Utilities Commission of Ohio ("the Commission") under Section 252(e) of the Act on February 13, 2003, in Case No. 01-1319-TP-ARB, including any amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

WHEREAS, pursuant to Section 252(i), the Parties understand and agree that CLEC may sectionally adopt any Arrangements contained in an approved and effective Ohio Agreement that is available for adoption, including any legitimately related terms, with the exception of the reciprocal compensation provisions (and any legitimately related terms) as a result of the FCC's ISP Remand Order¹ (or other provisions, as applicable);

WHEREAS, based upon the PUC-OH, this Agreement is effective upon filing and is deemed approved by operation of law on the 91st day after filing;

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

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

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

1.0 Incorporation of Recitals and Separate Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
- 1.2 Except as expressly stated herein, the Arrangement(s) adopted by CLEC from the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Amendments thereto) are incorporated herein by this reference and form an integral part of this Agreement.

2.0 Modifications to Separate Agreement

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

¹ See In the Matter of the Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and 99-68, Order on Remand and Report and Order, FCC 01-131 ("ISP Remand Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

- 2.2 References the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall be for purposes of this Agreement (but excluding the title page and Section 23), and consistent with PUCO practice, deemed to refer to the date this Agreement is filed with the PUCO (although this Agreement is subject to PUCO approval and will be deemed approved by operation of law on the 91st day after filing). In addition, unless terminated earlier in accordance with the terms of the Agreement, the Termination Date of this Agreement shall be: "January 27, 2006" (the "Termination Date"). The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and so it is clear that neither Party may commence operations under the Agreement until after it is effective and is in no way intended to extend the Agreement beyond the Termination Date set forth above. The term "Effective Date" for purposes of Section 23 entitled "Amendment or Other Changes to the Act; Reservation of Rights" shall mean the 27 day of January, 2003.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Duane Bennett/ Chief Operating Officer
STREET ADDRESS	343 N. Front Street, Suite 400
CITY, STATE, ZIP CODE	Columbus, OH 43215
FACSIMILE NUMBER	614-827-7010

- 2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to SBC Ohio under this Agreement at the following address:

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

3.0 Reservations of Rights

- 3.1 In entering into this MFN Agreement, SBC Ohio is not waiving any of its rights, remedies or arguments with respect to any legislative, regulatory or judicial actions or proceedings, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370), (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this MFN Agreement, SBC Ohio fully reserves all of its rights, remedies and arguments. This reservation of rights includes but is not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the MFN Agreement must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this MFN Agreement. Notwithstanding anything to the contrary in this MFN Agreement, this reservation also includes, but is not limited to, SBC Ohio's right to exercise its option at any time in the future to adopt on a date specified by SBC 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. It is SBC Ohio's position that this MFN is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the underlying Agreement and also is subject to any appeals involving the underlying Agreement. In the event that any of the rates, terms and/or conditions of the MFN Agreement, or any of the laws or regulations that were the basis for a provision of the MFN Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative body or a court of competent jurisdiction, including but not limited to any finding that any of the UNEs and/or UNE combinations provided for under this MFN Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, it is SBC Ohio's position and intent that the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, it is SBC Ohio's position and intent that the Parties immediately incorporate changes from the underlying Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is SBC Ohio's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the underlying Agreement, once such changes are filed with the appropriate state commission. Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 8th day of April, 2003.

Citynet Ohio, LLC

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

By: [Signature]

By: [Signature]

Printed: JAMES R. MARTIN II

Printed: Mike Auinbauh

Title: MANAGER

Title: ^{For} President – Industry Markets

Date: 3/25/03

Date: APR 08 2003

AECN/OCN # _____

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
COMMUNICATIONS ACT OF 1934, AS AMENDED**

**between
The Ohio Bell Telephone Company,**

and

MCIMETRO ACCESS TRANSMISSION SERVICES LLC

General Terms and Conditions

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement) is by and between The Ohio Bell Telephone Company ("Ameritech-Ohio"), and MCImetro Access Transmission Services LLC ("MCIIm").

The effective date of this Agreement ("Effective Date") shall be January 27, 2003.

WHEREAS, the Parties want to interconnect their networks to provide Telephone Exchange Services, Exchange Access and ancillary services in Ohio.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and facilities and provide to each other services and perform their obligations as required by the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Ohio Public Utilities Commission (the "Commission") and as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, MCIIm operates where The Ohio Bell Telephone Company is the incumbent Local Exchange Carrier and MCIIm is a competitive Local Exchange Carrier.

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1 SCOPE OF AGREEMENT

This Agreement consists of this set of General Terms and Conditions and the following appendices:

Appendix I: Definitions
Appendix II: Bona Fide Request
Appendix III: CNAM
Appendix IV: Collocation
Appendix V: Directory Assistance Listing Information
Appendix VI: Directory Assistance Services
Appendix VII: Invoicing
Appendix VIII: INW
Appendix IX: LIDB Service
Appendix X: Line Sharing
Appendix XI: Network
Appendix XII: Number Portability
Appendix XIII: Numbering
Appendix XIV: Operations Support Systems
Appendix XV: Operator Services
Appendix XVI: Performance Measurements
Appendix XVII: Pricing
Appendix XVIII: Reciprocal Compensation
Appendix XIX: Recording

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Appendix XX: Resale
Appendix XXI: ROW
Appendix XXII: SS7
Appendix XXIII: UNE
Appendix XXIV: xDSL
Appendix XXV: 800 Database
Appendix XXVI: 911

2 INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties.

2.3 Referenced Documents

Whenever any provision of this Agreement refers to any document specifically incorporated into the Agreement it will be deemed to be a reference to the then-current version or edition.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between any provision in this General Terms and Conditions and a provision of any Appendix, Attachment, Exhibit, or Schedule of this Agreement, the terms and conditions contained in the Appendix, Attachment, Exhibit or Schedule will supersede those contained in this General Terms and Conditions, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit or Schedule.

2.6.2 Intentionally Omitted.

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2.7 Joint Work Product

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

2.8 Severability

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

2.9 Intentionally Omitted.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by the Parties, but instead resulted from determinations made in arbitrations under Section 252 of the Act (individually and collectively, a "Non-Voluntary Arrangement") in particular Ohio Public Utilities Commission case 01-1319-TP-ARB (MCI – Ameritech-Ohio). Without waiving the applicability of any arbitrated rulings to this Agreement, the Parties have attempted to identify the Non-Voluntary Arrangements contained in this Agreement by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any applicable order or finding by the FCC, the Commission or a court of competent jurisdiction, either Party may request that this Agreement be amended in accordance with the requirements of Section 23 of the General Terms and Conditions of this Agreement.

2.11 Intentionally Omitted.

2.12 Scope of Obligations

Ameritech-Ohio's obligations under this Agreement shall apply only to the portions of Ohio in which Ameritech-Ohio is deemed to be the ILEC under the Act.

3 NOTICE OF CHANGES -- SECTION 251(c)(5)

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

3.2 Ameritech-Ohio shall provide services pursuant to the provisions of this Agreement. Ameritech-Ohio shall not discontinue or refuse to provide any service provided or required under this Agreement without MCI's prior written agreement. This is not intended to impair Ameritech-Ohio's ability to make changes in its network, provided that such changes are consistent with the Act and this Agreement and do not result in the discontinuance of the offering of network elements made by Ameritech-Ohio during the term of this Agreement.

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4 GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Upon approval by the Commission, the Parties agree to begin providing the services referenced herein immediately or as otherwise established in the applicable Appendix.

4.2 The Parties shall each provide their portion of services timely to meet the Interconnection Activation Dates.

4.3 The Parties agree to comply with Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275.

5 INSURANCE

5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

5.2 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

5.3 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

5.4 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

5.5 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 5.1 through 5.4 of this Agreement.

5.6 The Parties agree that companies affording the insurance coverage required under Section 5.1 shall have a rating of A- or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

5.7 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any of the insurance policies required herein.

5.8 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

5.8.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

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5.8.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

5.8.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

5.8.4 This Section 5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

6 OPERATING COMPANY NUMBER (OCN) / ACCESS EXCHANGE CARRIER NUMBER (AECN)

6.1 Upon the Effective Date, MCIm shall provide Ameritech-Ohio with MCIm's state-specific authorized and nationally recognized OCN/AECNs, as applicable, for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services as required by the North American Company Code Assignment Procedures.

6.2 Either Party may make one (1) name change in any twelve (12) month period without charge by the other Party for updating that Party's databases, systems and records solely to reflect such name change. In the event of any other name change, each Party reserve the right to seek recovery of its reasonable and demonstrable costs associated with updating its applicable databases, systems and records to reflect the name change. Notwithstanding the above, for each name change, MCIm shall pay any applicable charges as set forth in Appendix Pricing associated with recording and updating any MCIm branding or announcements.

6.3 When an end user customer changes its service provider from Ameritech-Ohio to MCIm or from MCIm to Ameritech-Ohio and does not retain its original telephone number, the Party formerly providing service to such end user customer shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the end user customer's new telephone number. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end user customers.

6.3.1 Intentionally Omitted.

6.3.2 Intentionally Omitted.

6.3.3 Intentionally Omitted.

6.3.4 The Parties shall provide each other with Referral Announcements for the period of time specified by Ohio law. However, if either Party provides Referral Announcements for a period longer than the above period(s) when its end user customers change their telephone numbers, such Party shall provide the same level of service to end user customers of the other Party.

6.4 Each Party shall be responsible for labor relations with its own employees.

7 TERM AND TERMINATION

7.1 The term of this Agreement shall commence upon the Effective Date (which date is January 27, 2003) of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect thereafter until (i) superseded in accordance with the requirements of this section

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and section 7.4 or (ii) terminated pursuant to the requirements of section 7.2. No earlier than one-hundred twenty (120) days before the expiration of the term, either Party may request that the Parties commence informal negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations.

7.2 Either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and such failure or breach materially disrupts the operation of either Party's network and/or materially interferes with either Party's end user customer's service, and the breaching Party fails to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.

7.3 Intentionally Omitted.

7.4 Upon termination of this Agreement in accordance with this Section 7:

- (a) each Party shall continue to comply with its Confidential Information obligations,
- (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and
- (c) each Party's indemnification obligations shall survive.

7.5 If, upon termination of this Agreement other than pursuant to Section 7.2, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

8 FRAUD

8.1 Except as provided in this Section 8, neither Party shall be liable to the other Party for any fraud associated with the other Party's end user customer's account.

8.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending OSS by unauthorized third parties is the responsibility of the Party which has administrative control of access to the Network Elements or OSS software.

8.3 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties agree to cooperate to minimize all costs. The Parties agree that fraud minimization procedures should be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

8.4 In cases of suspected fraudulent activity by an end user customer, at a minimum, the cooperation referenced in section 8.3 will include providing to the other Party, upon request, information concerning end user customers who are suspected of fraudulent activity. The Party seeking such information is responsible for securing the end user customer's permission to obtain such information.

8.5 Ameritech-Ohio will provide notification messages to MCIm on suspected occurrences of ABS-related fraud on MCIm accounts stored in the applicable LIDB. Ameritech-Ohio will provide via fax.

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8.6 Ameritech-Ohio shall make available to MCIIm all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to, screening codes; information digits, such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers; and the capability to require end-user entry of an authorization code for dial tone. Ameritech-Ohio shall, in addition, provide fraud alerts for fraud prevention, detection, and control functionality within pertinent Operations Support Systems ("OSS"), including, but not limited to, Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, and AMA suspect traffic alerts.

9 DEPOSITS*

9.1 If MCIIm's credit rating at the time of approval of this Agreement is A- or higher, according to Standard and Poor's credit rating agency or if MCIIm has established a minimum of twelve (12) consecutive months good credit history, then an initial deposit is not required. If MCIIm has not established a minimum of twelve (12) consecutive months good credit history or does not have an A- or higher credit rating as described above, MCIIm shall remit an initial cash deposit to Ameritech-Ohio prior to the furnishing of Resale Service or Network Elements. For purposes of this Section 9, good credit history shall be defined as timely payments of undisputed amounts due under this Agreement. The deposit required by the previous sentence shall be determined as follows:

9.2 The deposit requirements set forth in this Section 9 apply to the Resale Services and Network Elements furnished under this Agreement. If MCIIm is furnishing both Resale Services and Network Elements, MCIIm shall make two (2) separate deposits, each calculated separately as set forth below in Sections 9.3 through 9.11, inclusive.

9.3 Subject to external credit check verification and/or financial statement review, Ameritech-Ohio may require two (2) to four (4) months of projected average monthly billings as a deposit.

9.4 If MCIIm has established a minimum of twelve (12) consecutive months good credit history with Ameritech-Ohio when MCIIm is doing or has done business as a Local Service Provider, Ameritech-Ohio shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in herein shall continue to apply for the remainder of the Term. In determining whether MCIIm has established a minimum of twelve (12) consecutive months good credit history, MCIIm's payment record for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

9.5 Any cash deposit shall be held by Ameritech-Ohio as a guarantee of payment of charges billed to MCIIm, provided, however, Ameritech-Ohio may exercise its right to credit any cash deposit to MCIIm's account upon the occurrence of any one of the following events:

9.5.1 when Ameritech-Ohio sends MCIIm the second delinquency notification during the most recent twelve (12) months; or

9.5.2 when Ameritech-Ohio suspends MCIIm's ability to process orders;

9.5.3 when MCIIm files for protection under the bankruptcy laws; or

9.5.4 when an involuntary petition in bankruptcy is filed against MCIIm and is not dismissed within sixty (60) days; or

9.5.6 when this Agreement expires or terminates; or

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9.5.7 during the month following the expiration of twelve (12) months after that cash deposit was remitted, Ameritech-Ohio shall credit any cash deposit to MCI's account so long as MCI has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

9.6 For purposes of this Section 9.6, all cash deposits will accrue interest at the rate of six percent (6%) simple interest per annum, payable when the deposit is returned to MCI.

9.7 So long as MCI maintains timely compliance with its payment obligations, Ameritech-Ohio will not increase the deposit amount required. If MCI fails to maintain timely compliance with its payment obligations, Ameritech-Ohio reserves the right to require additional deposit(s) in accordance with this Section 9.

9.8 If during the first six (6) months of operations in Ohio, MCI has been sent one delinquency notification letter by Ameritech-Ohio, the deposit amount for that state shall be re-evaluated based upon MCI's actual billing totals and shall be increased if MCI's actual billing average for a two (2) to four (4) month period exceeds the deposit amount held.

9.8.1 Throughout the Term, any time MCI has been sent two (2) delinquency notification letters for any one state by Ameritech-Ohio, the deposit amount shall be re-evaluated based upon MCI's actual billing totals and shall be increased if MCI's actual billing average for a two (2) to four (4) month period exceeds the deposit amount held.

9.9 Whenever a deposit is re-evaluated, such deposit shall be calculated in an amount equal to the average billing to MCI for a two (2) to four (4) month period. The most recent three (3) months billing on all of MCI's ASBS and BANS for Resale Services or Network Elements shall be used to calculate MCI's monthly average.

9.10 Intentionally Omitted.

9.11 Whenever a deposit is re-evaluated, MCI shall remit the additional deposit amount to Ameritech-Ohio within thirty (30) calendar days of receipt of written notification from Ameritech-Ohio requiring such deposit. If MCI fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, Ameritech-Ohio shall begin the process set forth in Section 9 of this Agreement for that state. If MCI continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days, then Ameritech-Ohio shall begin the procedure(s) set forth in Section 9.5 of this Agreement.

9.12 Intentionally Omitted.

9.13 The fact that Ameritech-Ohio holds either a cash deposit or irrevocable bank letter of credit does not relieve MCI from timely compliance with its payment obligations under this Agreement.

9.14 Anything to the contrary in this Agreement notwithstanding, the deposit requirements set forth in this Section 9 shall be reciprocal and, to the extent that Ameritech-Ohio makes payments to MCI pursuant to this Agreement, MCI may charge Ameritech-Ohio a deposit in accordance with the requirements of this Section 9.

10 INTENTIONALLY OMITTED

11 INTENTIONALLY OMITTED

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12 DISPUTE ESCALATION AND RESOLUTION

12.1 Commencing Dispute Resolution

Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party in accordance with the Notice provisions herein.

12.2 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 19 below, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, provided, however, and notwithstanding anything to the contrary; either Party may commence Formal Dispute Resolution Procedures at any time during the Informal Dispute Resolution process. In addition to the dispute resolution procedures detailed herein, the Parties have the option to resolve any dispute arising out of this Agreement through a state-supervised mediation process, subject to the Commission's determinations and rules and consistent with the FCC's Merger Conditions Order. Further, upon mutual agreement of the Parties, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.3 Formal Dispute Resolution Procedures

12.3.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve by Informal Dispute Resolution, may be submitted to the Commission at any time for resolution. However, Formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.1. The Parties may seek expedited resolution by the Commission, and if chosen, shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision-making, and the Commission does not pay for such expert or other facilitator, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12.3.2 Claims will be subject to final and binding commercial arbitration pursuant to this Section 12.3.2 if, and only if, the claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction. Disputes subject to arbitration under this section will be conducted before The American Arbitration Association or by a provider of arbitration services to which the Parties agree, pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. Either Party may commence the arbitration process called for

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in this Agreement at any time by filing a written demand for arbitration with The American Arbitration Association, with a copy to the other Party. The arbitration will be conducted in accordance with the provisions of The American Arbitration Association's Comprehensive Arbitration Rules and Procedures or such other rules as the Parties may agree that are in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. The Parties will share the costs of the arbitration equally. The provisions of this Section 12.3.2 may be enforced by any Court of competent jurisdiction. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

12.3.3 The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive, or exemplary damages, multiple damages or any other damages not measured by the prevailing Party's actual damages.

12.3.4 Each Arbitration shall occur in Columbus, Ohio, unless the Parties agree otherwise.

13 AUDITS

13.1 Audit Rights

13.1.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, two (2) times each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof. The scope of the audit shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twenty-four (24)-month period immediately preceding the date the Audited Party received notice of such requested audit. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit. Such audit shall be conducted by one (1) or more auditor(s) mutually agreed upon by the Parties. The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit as provided herein more than two (2) times during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least one and one-half percent (1 1/2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

13.1.2 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited

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Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

13.1.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, MCI_m shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech-Ohio to MCI_m within six (6) months of the date such usage was incurred.

13.1.4 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

14 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES*

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

15 LIMITATION OF LIABILITY

15.1 Liabilities of MCI_m – MCI_m's liability to Ameritech-Ohio during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed the total of any amounts due and owing by MCI_m to Ameritech-Ohio under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 15, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

15.2 Liabilities of Ameritech-Ohio – Ameritech-Ohio's liability to MCI_m during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these General Terms and Conditions, shall not exceed Twenty Five Million Dollars (\$25,000,000).

15.3 No Consequential Damages - Neither MCI_m nor Ameritech-Ohio shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 15 shall limit Ameritech-Ohio's or MCI_m's liability to the other for (i) willful or intentional misconduct (including gross negligence);

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(ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by Ameritech-Ohio's or MCI's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 15 limit the Parties' indemnification obligations, as specified in Section 16 of these general terms and conditions. For purposes of this Section 15, amounts due and owing to either Party pursuant to Appendix Performance Measures shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

16 INDEMNITY

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

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

(b) any loss to a third party arising from such Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits, claims for libel, slander or invasion of privacy arising from the Indemnifying Party's own acts, omissions or communications;

The foregoing includes any losses arising from disclosure, by the Indemnifying Party, in violation of Applicable Law, of any end user customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements provided on an unbundled basis, functions, facilities, products or services provided under this Agreement or disclosure otherwise committed by the Indemnifying Party or at the Indemnifying Party's direction;

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

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

(e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.

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16.2 A Party (for purposes of this Section the "Reimbursing Party") shall reimburse the other Party (for purposes of this Section the "Reimbursed Party") for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.

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

17 REMEDIES

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

17.2 Intentionally Omitted.

17.3 In addition to any other available rights or remedies, MCI may sue in equity for specific performance. However, the Parties agree that Ameritech-Ohio reserves its right to argue in any given case that specific performance is not an appropriate remedy.

18 INTELLECTUAL PROPERTY

18.1 The Parties acknowledge that this Agreement to interconnect with Ameritech-Ohio's network and to unbundle and/or combine Ameritech-Ohio's Network Elements (including combining with MCI's Network Elements) may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendor/Licensors). To the extent required by the Act, Commission decisions, and any applicable judicial decisions and consistent with the FCC Memorandum

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Opinion and Order dated April 27, 2000 (and any appeal therefrom) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, Ameritech-Ohio will use its best efforts to provide MCI with Intellectual Property Rights related to Ameritech-Ohio's unbundled Network Elements as necessary to permit MCI to use such unbundled Network Elements in the same manner as Ameritech-Ohio.

18.2 Ameritech-Ohio agrees to use its best efforts to (i) obtain, under commercially reasonable terms, the necessary rights set forth in Section 18.1 and (ii) obtain permission, if required, under any applicable confidentiality agreements, to disclose to MCI the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. Ameritech-Ohio will provide a list of all Vendor/Licensors applicable to the subject unbundled Network Element(s). Ameritech-Ohio shall promptly notify MCI of any Vendor/Licensors from which Ameritech-Ohio is unable to obtain the necessary rights or contract information set forth in this Section 18.2. Ameritech-Ohio shall, at MCI's request, contact the Vendor/Licensors to attempt to obtain permission to reveal additional contract details to MCI.

18.3 Intentionally Omitted.

18.4 The reasonable costs, if any, associated with the extension of Intellectual Property Rights pursuant to Section 18.1 above, including the cost of the license extension itself and the costs associated with the effort to obtain the extension, shall be a part of the cost of providing the unbundled Network Element to which the Intellectual Property Rights relate and reasonably apportioned, as ordered by the Commission, among Ameritech-Ohio and requesting carriers using that unbundled Network Element.

18.5 Ameritech-Ohio will indemnify MCI for any claims of infringement arising from MCI's use within the scope of this Agreement of third party Intellectual Property Rights associated with unbundled Network Elements for which Ameritech-Ohio has obtained the necessary rights provided in Section 18.2(i).

18.6 Intentionally Omitted.

18.7 Except as set forth in Section 18.2, Ameritech-Ohio hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning MCI's (or any third parties') rights with respect to such Intellectual Property Rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with MCI's Network Elements) in Ameritech-Ohio's network or MCI's use of other functions, facilities, products or services furnished under this Agreement. Except as provided in this Section 18.7, any licenses or warranties for Intellectual Property Rights associated with unbundled Network Elements are vendor licenses and warranties and are a part of the Intellectual Property Rights Ameritech-Ohio agrees in Section 18.2 to use its best efforts to obtain.

18.8 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of the Party.

19 NOTICES

19.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be:

19.1.1 delivered personally;

19.1.2 delivered by express overnight delivery service;

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19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described above, and such method is noted on the facsimile.

19.2 Notices will be deemed given as of:

19.2.1 in the case of written notice, the date of actual receipt; or

19.2.2 in the case of facsimile, the date set forth on the confirmation produced by the receiving facsimile machine when received by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when received by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	MCIm CONTACT	AMERITECH-OHIO CONTACT
NAME/TITLE	Chief Technology Counsel	Contract Administration ATTN: Notices Manager
STREET ADDRESS	WorldCom, Inc. 1133 19 th Street, NW	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Washington, DC 20036	Dallas, TX 75202-5398
FACSIMILE NUMBER	(202) 736-6903	214-464-2006

Copy to:

WorldCom
Sr. Manager, Carrier Agreements
205 N. Michigan Avenue, 11th Floor
Chicago, IL 60601
Fax: (312) 470-5575

19.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section.

19.5 Other than legal notice under this Agreement, which shall be provided in accordance with Sections 19.1 – 19.4, Ameritech-Ohio may also communicate official information to MCIm via its CLEC Online notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

20 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

20.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

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20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

21 INTENTIONALLY OMITTED

22 CONFIDENTIALITY

22.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other Party (the "Recipient") that: 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential Information subject to this Agreement. Confidential Information shall be of the following types: all information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" if:

22.1.1 Furnished or made available or otherwise disclosed by the Discloser or its agent, employee, representative or Affiliate to the Recipient or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication, directory, or other database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon; all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by MCI or Ameritech-Ohio pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of MCI or Ameritech-Ohio customers pursuant to the Act and the rules and regulations of the FCC, and recorded usage data, whether disclosed by MCI to Ameritech-Ohio or Ameritech-Ohio to MCI or otherwise acquired by Ameritech-Ohio or MCI in the course of the performance of this Agreement, shall be deemed Confidential Information of MCI or Ameritech-Ohio, as the case may be, for all purposes under this Agreement.

22.2 For a period of ten (10) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees:

- i. to use it only for the purpose of performing under this Agreement,
- ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and
- iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this section.

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22.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and confidential rights notices as are contained on the original.

22.4 Return of Confidential Information

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

22.5 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that:

22.5.1 was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

22.5.2 is, or becomes publicly known through no wrongful act of the Receiving Party; or

22.5.3 is rightfully received from a third party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third party has any such obligation; or

22.5.4 is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Confidential Information; or

22.5.5 is disclosed to a third party by the Disclosing Party without similar restrictions on such third party's rights; or

22.5.6 is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

22.5.7 is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with the requirements of this Agreement.

22.6 Proposed Disclosure of Confidential Information to a Governmental Authority

22.6.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Confidential Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Confidential Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures

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of the intended recipient of such Confidential Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

- 22.6.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 22 with respect to all or part of such requirement.
- 22.6.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 22. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Confidential Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential information, including cooperating with the Disclosing Party, at the Disclosing Party's expense, to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 22.6.4 Notwithstanding any of the foregoing, Ameritech-Ohio shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to Ameritech-Ohio's activities under the Act and Ameritech-Ohio need not provide prior written notice of such disclosure to MCI_m if Ameritech-Ohio has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

22.7 Customer Proprietary Network Information ("CPNI")

- 22.7.1 CPNI related to MCI_m's subscribers obtained by virtue of interconnection or any other service provided under this Agreement shall be MCI_m's proprietary information and may not be used by Ameritech-Ohio for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance, shall be disclosed only to Ameritech-Ohio's employees, contractors, agents or Affiliates with a need to know, unless the MCI_m subscriber expressly directs MCI_m to disclose, or approves the disclosure of, such information to Ameritech-Ohio pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If Ameritech-Ohio seeks and obtains approval to use or disclose such CPNI from MCI_m's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, Ameritech-Ohio may use or disclose only such information as MCI_m provides pursuant to such authorization and may not use information that Ameritech-Ohio has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to Ameritech-Ohio's subscribers obtained by virtue of interconnection or any other service provided under this Agreement shall be Ameritech-Ohio's proprietary information and may not be used by MCI_m for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance shall be

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disclosed only to MCI's employees, contractors, agents or Affiliates with a need to know, unless the Ameritech-Ohio subscriber expressly directs Ameritech-Ohio to disclose, or approves the disclosure of, such information to MCI pursuant to the requirements of Section 222(c)(1) or (2). If MCI seeks and obtains approval to use or disclose such CPNI from Ameritech-Ohio's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, MCI may use or disclose only such information as Ameritech-Ohio provides pursuant to such authorization and may not use information that MCI has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law.

22.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.

- i. Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party.
- ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in Section 18.

22.9 The Parties agree that an impending or existing violation of any provision of this Section 22 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.

22.10 Nothing in this Agreement shall prevent Ameritech-Ohio from using recorded usage data for the limited purposes of designing and/or maintaining Ameritech-Ohio's telecommunications network and/or ensuring that Ameritech-Ohio's telecommunications network performs properly in providing its intended telecommunications functions and services. Ameritech-Ohio shall not use recorded usage data for any other purpose except as mutually agreed upon.

23 INTERVENING LAW

This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitration by the Commission. If the actions of the State of Ohio or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis or rationale for a provision of the Agreement, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the

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actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

24 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations and the domestic laws of the State of Ohio, without regard to its conflicts of laws principles.

25 REGULATORY APPROVAL

25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment.

26 CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining end user customer authorization prior to changing an end user customer's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a change in an end user customer's Local Service Provider. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. In accordance with Applicable Law, each Party shall retain on file all applicable letters and other documentation of authorization relating to its end user customer's selection of such Party as its LEC.

26.2 Unless otherwise allowed by Applicable Law, only an end user customer can initiate a challenge to a change in its LEC. If an end user customer notifies one Party that the end user customer requests local exchange service, and the other Party is such end user customer's LEC, then the Party receiving such request shall be free to immediately access such end user customer's CPNI subject to the requirements of Appendix OSS of this Agreement restricting access to CPNI.

27 COMPLIANCE AND CERTIFICATION

27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

27.2 Each Party will be responsible for obtaining all necessary state certification.

27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals necessary to perform its obligations under this Agreement

27.4 Each Party will be responsible for ensuring that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA.

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28 LAW ENFORCEMENT

The Parties shall handle law enforcement requests in accordance with the requirements of this Section.

28.1 Intercept Devices:

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user customer of the other Party, it shall refer such request to the Party that serves such end user customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

28.2 Subpoenas:

If a Party receives a subpoena for information concerning an end user customer the Party knows to be an end user customer of the other Party, it shall refer the subpoena to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

28.3 Emergencies:

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

29 RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

29.1 Each Party is an independent contractor.

29.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

30 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third party beneficiary rights hereunder. This Agreement shall not provide any Person not a Party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

31 ASSIGNMENT

31.1 Any assignment or delegation by either Party to any non-Affiliate entity of any right, obligation or duty, or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest under this Agreement to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of that Party. No assignment or delegation of this Agreement (in whole or part) will relieve the assignor of its obligations under this Agreement.

31.2 Intentionally Omitted.

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31.3 If during the term, Ameritech-Ohio sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, Ameritech-Ohio shall provide MCI_m not less than one hundred eighty (180) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, MCI_m acknowledges that Ameritech-Ohio shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that MCI_m must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets, provided, however, that insofar as such sale, assignment or transfer affects MCI_m's interests pursuant to this Agreement Ameritech-Ohio shall (i) comply with the requirements of Applicable Law and (ii) work cooperatively with MCI_m and the third party acquiring the ILEC Territory or ILEC Assets regarding the potential assignment of this Agreement (in whole or in part) to such third party. For purposes of this Section 31.3, "ILEC Territory" is defined as any specific operating areas, or portion thereof, in which Ameritech-Ohio is deemed to be the ILEC under the Act and "ILEC Assets" is defined as assets that Ameritech-Ohio owns or leases which are used in connection with Ameritech-Ohio's provision to MCI_m of any Interconnection, resale services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement.

32 DELEGATION TO AFFILIATE

Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) or a third party to take some or all of such actions to fulfill such obligations. In the event of any delegation to an Affiliate or a third party pursuant to this Section 32, the delegating Party shall remain fully liable for the performance of this Agreement in accordance with its terms. Any Party which elects to perform its obligations through an Affiliate or third party shall cause its Affiliate or any third party to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate or third party, such Party has the authority to cause such Affiliate or third party to perform such obligation and such Affiliate or third party will have the resources required to accomplish the delegated performance. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of local services or Network Elements hereunder shall provide for any indemnity, guarantee, assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

33 HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

33.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

33.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

33.1.2 listed by any governmental agency as a hazardous substance.

33.2 MCI_m will in no event be liable to Ameritech-Ohio for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that MCI_m did not introduce to the affected work location. Ameritech-Ohio will, at MCI_m's request, indemnify, defend and hold MCI_m and each of its officers, directors and employees harmless from and against any loss that arises out of or results from:

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33.2.1 any environmental hazard that Ameritech-Ohio, its contractors or agents introduce to the work locations, or

33.2.2 the presence or release of any environmental hazard for which Ameritech-Ohio is responsible under Applicable Law.

33.3 Ameritech-Ohio will in no event be liable to MCI for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances that Ameritech-Ohio did not introduce to the affected work location. MCI will, at Ameritech-Ohio's request, indemnify, defend and hold Ameritech-Ohio and each of its officers, directors and employees harmless from and against any loss that arises out of or results from:

33.3.1 any environmental hazard that MCI, its contractors or agents introduce to the work locations, or

33.3.2 the presence or release of any environmental hazard for which MCI is responsible under Applicable Law.

34 FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance of any part of this Agreement resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or, if appropriate, be excused from performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

35 TAXES

35.1 The price for the Interconnection, Resale Services, Network Elements, Functions, Facilities, products and services under this Agreement (hereinafter "Product or Service" or "Products or Services") is exclusive of all applicable Federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (hereinafter "Tax" or "Taxes"). Each Party purchasing a Product or Service shall pay, or be responsible for, all Taxes imposed on the provision by the providing Party of the Product or Service, except for any Tax on or determined by the providing Party's corporate existence, status, income, franchise or property (which shall be borne solely by the providing Party), provided that such Tax is: (1) required or permitted by law to be collected from a purchaser of the Product or Service (2) is properly invoiced, and when required, as a separate line item; and (3) except as provided in Section 35.2(b), below, is invoiced at the same time as the associated charge for the Product or Service is invoiced.

35.2(a) With respect to any purchase of a Product or Service: (1) if any Tax is required by Applicable Law to be collected from the purchasing Party by the providing Party, the providing Party shall bill the

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purchasing Party for such Tax; (2) if any Tax is permitted by Applicable Law to be collected from the purchasing Party by the providing Party, the providing Party may, at its option, bill the purchasing Party for such Tax. The purchasing Party shall be required to pay all taxes billed the providing Party in accordance with the terms of this Section 35. The purchasing Party shall remit such collected Tax under (1) and (2) of this Section 35.2(a) to the providing Party; and (iii) the providing Party shall, to the extent required by law, remit such collected Tax to the applicable authority. Nothing shall prevent the providing Party from paying any Tax to the appropriate authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party.

35.2(b) Notwithstanding anything in this Agreement to the contrary, if the providing Party fails to timely bill the purchasing Party for any Tax that the purchasing Party is required to pay pursuant to this Agreement (unless the failure to bill timely was due to any actions or in-actions of the purchasing Party: (1) the providing Party shall be liable for any interest and penalties imposed on the late payment of the Tax, and (2) the purchasing Party shall be liable to the providing Party for and the providing Party may bill and collect any Tax so long as the Tax was: (A) assessed by or paid to an appropriate authority under any circumstances within one year of the date of the transaction; (B) assessed or paid as a result of an audit initiated by an appropriate authority within four (4) years from the date of the transaction. However, if the purchasing Party fails to pay any Taxes properly billed, then, the time limits (A) and (B) above shall not apply and as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

35.3 With respect to any purchase hereunder of Products or Services that are resold to a third party, if the purchasing Party provides a duly executed certificate of exemption to the providing Party, the providing Party shall exempt the purchasing Party from the applicable Taxes, in accordance with law.

35.4 Intentionally Omitted.

35.5 As between the providing Party and the purchasing Party, the purchasing Party shall indemnify the providing Party and be liable for any Tax due (and penalties and interest, if applicable), as well as any reasonable costs and expenses (not to exceed three thousand dollars (\$3,000) per event in the aggregate), on the purchasing Party's sale of any service to a third party and shall indemnify and hold the providing Party harmless for such Tax. Such indemnification shall be conditioned upon the providing Party giving the purchasing Party notification of any proposed assessment of Tax, penalty or interest due by the providing Party. The notification required herein shall be provided within thirty (30) days of receipt of notification by the providing Party. If the providing Party receives a notification calling for a response in more than ten (10) but less than thirty (30) days from the date of receipt, the providing Party shall give notice to the purchasing Party within five (5) business days of receipt. If the providing Party receives a notification calling for a response in more than five (5) days but less than ten (10) days of receipt, the providing Party shall provide notice to the purchasing Party within forty-eight (48) hours of receipt. If the providing Party receives a notification calling for a response within five (5) days of receipt, the providing Party shall use its best efforts to extend the response time and, at the same time, dispatch notice to the providing Party by telegram or overnight mail.

35.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

35.7 With respect to any Tax or Tax controversy covered by this Section 35, either Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect, or to seek refund of Taxes that it has previously paid. The Parties will cooperate in any such contest. Each Party will ensure that no lien is attached to any asset of the other Party as a result of any contest.

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35.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 35 shall be sent in accordance with Section 19, Notices, hereof.

36 NON-WAIVER

No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

37 INTENTIONALLY OMITTED

38 INTENTIONALLY OMITTED

39 INTENTIONALLY OMITTED

40 CUSTOMER INQUIRIES

40.1 Unless otherwise required by this Agreement, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

40.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

40.2.1 provide the number described in Section 40.1 to callers who inquire about the other Party's services or products; and

40.2.2 do not in any way disparage or discriminate against the other Party or its products or services.

40.3 Except as otherwise provided in this Agreement, MCIIm shall be the primary point of contact for MCIIm's end user customers with respect to the services MCIIm provides such end user customers.

40.4 Customer Contact. MCIIm will provide the exclusive interface to MCIIm end user customers, except as MCIIm may otherwise specify. When MCIIm requires Ameritech-Ohio personnel or systems to interface with MCIIm end user customers, the Ameritech-Ohio personnel shall identify themselves as representing MCIIm, or any brand as MCIIm may specify, and shall not identify themselves as representing Ameritech-Ohio or any other entity.

41 EXPENSES

Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

42 CONFLICT OF INTEREST

Each Party represents that it has paid nothing of value to the other Party's agents to influence those agents in connection with the negotiation of this Agreement.

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43 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (or to be performed after) shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Indemnification, Confidential Information, Limitation of Liability, and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

44 INTENTIONALLY OMITTED

45 AMENDMENTS AND MODIFICATIONS

45.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

45.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

46 IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES AND SECTION 252(i) OBLIGATIONS

46.1 At MCI's request and pursuant to the Act, regulations thereunder and relevant court decisions, Ameritech-Ohio shall make available to MCI, without unreasonable delay, any interconnection, service or Network Element contained in any agreement to which Ameritech-Ohio is a Party that has been filed and approved by the Commission pursuant to Section 252 of the Act ("Alternative Agreement"). Such Interconnection, service or Network Element shall be made available to MCI on the same terms and conditions as those provided in the Alternative Agreement, consistent with Section 252(i) of the Act.

46.2 Intentionally Omitted.

46.3 Intentionally Omitted.

46.4 Intentionally Omitted.

47 INTENTIONALLY OMITTED

48 AUTHORITY

48.1 Ameritech-Ohio represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Ohio. Ameritech-Ohio represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Ameritech-Ohio. Ameritech-Ohio represents and warrants that it has full power and authority to perform its obligations hereunder.

48.2 MCI represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. MCI represents that it is certified as a LEC by the Commission prior to submitting any orders hereunder and is authorized to provide the

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Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such service.

49 COUNTERPARTS

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

50 ENTIRE AGREEMENT

The terms contained in this Agreement and all Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

51 INTENTIONALLY OMITTED

52 INTENTIONALLY OMITTED

53 INTENTIONALLY OMITTED

54 ALTERNATELY BILLED AND THIRD-PARTY CALLS (ABT)

54.1 Upon request, the Parties agree to use good faith efforts to negotiate a mutually acceptable agreement for the settlement of such Alternately Billed Traffic (as defined in said separate agreement). The Parties understand and agree that any and all liabilities and obligations associated with the exchange, billing and collection of Alternately Billed Traffic shall be governed by the terms and conditions of the separately negotiated Alternately Billed Traffic data exchange/billing and collections agreement ("ABT Agreement"), if and when such ABT Agreement is executed.

54.2 MCIm agrees to notify Ameritech at least thirty (30) days prior to offering resale or UNE-P local services in Ohio of its intention to begin offering these services in Ohio. At which time, the Parties agree to negotiate in good faith an ABT Agreement. If the Parties are unable to negotiate a final ABT Agreement within said thirty (30) day notice period, then either or both Parties may utilize the dispute resolution process contained in Section 12 to resolve any remaining disputed issues. Under such circumstances, the Parties also agree to expedite the dispute resolution process so that an arbitrated decision is reached within sixty (60) days. The Parties agree that any arbitrated decision(s) shall be retroactively applied to the date MCIm starts provisioning resale or UNE-P local services.

54.3 If MCIm fails to provide Ameritech with the thirty (30) days notice referenced above, then both Parties agree to pay any ABT invoices when they become due. Under such circumstances (i.e. when such notice is provided later than as agreed upon), the Parties agree to follow the procedures outlined in section 54.2 above after the late notice is provided. Notwithstanding payment of any ABT invoices, the Parties agree that the negotiated or arbitrated ABT Agreement shall still be retroactively applied to the date MCIm starts provisioning resale or UNE-P local services.

54.4 The Parties also agree to pay any appropriate true-up amounts with interest based on the retroactive application of the negotiated or arbitrated ABT Agreement. The applicable interest rate shall be determined using Section 4.1.1 of Appendix Invoicing of this Agreement.

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**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC**

THE OHIO BELL TELEPHONE COMPANY
By SBC Telecommunications, Inc.,
Its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Date: _____

GENERAL DEFINITIONS

For purposes of this Agreement, certain terms have been defined in this Appendix and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act, unless the context clearly indicates otherwise. The definitions contained in this Appendix are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in this Appendix, or in any other part of the Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Appendices, and any specific definition in an Appendix other than this Appendix shall supersede the definition in this Appendix. Throughout this Agreement and its Appendices, various diagrams are used. The diagrams are illustrative only, and, in the event of any disagreement between the diagram and the words of this Agreement, the words of this Agreement shall control.

“Act” means the Communications Act of 1934 [47 U.S.C. 151 et seq], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

“Access Service Request” (ASR) is an industry standard form and supporting documentation used by the Parties to order Switched Access service and/or to add, establish, change or disconnect trunks for the purposes of Interconnection.

“Advanced Intelligent Network” or “AIN” is a Telecommunications network architecture in which calling processing, call routing and network management are provided by means of centralized databases.

“Advanced Services” means high speed, switched, broadband intrastate or interstate wireline Telecommunications Services, such as but not limited to ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an Ameritech-Ohio Frame Relay-based service) that enable users to originate and receive high-quality voice, data, graphics or video telecommunications using any technology.

“Affiliate” is As Defined in the Act.

“Alternate Billing Service (ABS)” means a service that allows end user customers to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

“Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders and decisions of courts of competent jurisdiction, permits, tariffs and approvals, including but not limited to those relating to the environment or health and safety.

“Appointment Date” means the specific date on which the requested service is to be available to the Customer or MCIM, as applicable.

“ATIS” or “Alliance for Telecommunications Industry Solutions” is a North American telecommunication industry standards forum which, through its committees and working groups, creates and publishes standards and guidelines designed to enable interoperability for telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein as baseline requirements documentation.

“Automated Message Accounting” (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message

Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

“Automatic Number Identification” or “ANI” identifies the telephone number associated with the line from which a call originates. ANI usually identifies the same number as the CPN (Calling Party Number).

“Automatic Route Selection” or “ARS” is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

“Billing” involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgements and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

“Billed Number Screening (BNS)” means a validation of Toll Billing Exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

“Business Day” means Monday through Friday, excluding holidays in which banks and government offices are closed.

“Busy Line Verification/Busy Line Verify Interrupt” (BLV/BLVI) means a service whereby an End User requests an operator to confirm the busy status of a line, or requests an interruption of the call.

“Calling Name Database” means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

“Calling Name Information” means a Telecommunications Carrier’s records of its end user customers names associated with one or more assigned ten-digit telephone numbers.

“Calling Party Number” (CPN) means a Common Channel Signaling parameter, as for example a Signaling System 7 “SS7” parameter, whereby the ten (10) digit number or other number of the calling Party is forwarded from the End Office through the network.

“Carrier” See Telecommunications Carrier.

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

“Central Office” means a building or space within a building where transmission facilities or circuits are connected or switched.

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

“Claim” means any pending or threatened claim, action, proceeding or suit.

“Collocation” is as described in the Act.

“Commercial Mobile Radio Services” (CMRS) means Commercial Mobile Radio Service, as defined in the Act and FCC rules.

“Commission” means the state agency with regulatory authority over this contract.

“Common Channel Signaling” (CCS) means a method of exchanging call set-up and network control data over a digital signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network that carries the actual call. Unless otherwise agreed by the Parties, the preferred CCS protocol used by the Parties shall be SS7.

“Common Language Location Identifier” (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

“Communications Assistance for Law Enforcement Act” or “CALEA” refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

“Competitive Local Exchange Carrier” or “CLEC” is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

“Conduits” means a tube or other similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduits may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

“Control Office” or “SPOC” Single Point of Contact is an exchange carrier operations center or office designated as its company’s single point of contact for the provisioning and maintenance of its portion of Interconnection Agreements.

“Coordinated Cutover” means the coordination of all cutover activities that may be associated with porting of a telephone number from the old service provider to the new service provider, which coordination may include, but not limited to, notification of when the Old service Provider starts the cutover and finishes the cutover, coordination of testing, and working with the New Service Provider to ensure that the cutover is properly performed and completed.

“Cross Connection” means an intra-Wire Center channel of the appropriate bandwidth and media connecting separate pieces of Telecommunications Equipment, including jumpers and intra-office cables.

“Customer Usage Data” means the Telecommunications Services usage data of a CLEC end user customer measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by Ameritech-Ohio and forwarded to CLEC.

“Custom Local Area Signaling Service Features” (CLASS) means certain call-management service features available to end user customers within a Local Access and Transport Area (“LATA”), including but not limited to: Automatic Call Back; Automatic Recall; Call Trace; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

“Desired Due Date” means the desired service activation date as requested by MCIIm on a service order.

“Dialing Parity” is as defined in the Act.

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

“Digital Signal Level 0” (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

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

“Digital Signal Level 3” (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

“Enhanced Service Provider” (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

“Exchange Access” is as defined in the Act.

“Exchange Message Interface” (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

“Exchange Service” means Telephone Exchange Service, as defined in the Act.

“Governmental Authority” means any federal, state, or local, court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

“Group Record” means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all special billing numbers in an NPA-0/1XX.

“Incumbent Local Exchange Carrier” (ILEC) is as defined in the Act.

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

“Integrated Services Digital Network” (ISDN) means a digital circuit switched network service. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital channelized transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

“Interconnection” is as defined in the Act.

“InterLATA” is as defined in the Act.

“Interlata Traffic” describes Telecommunications between a point located in a Local Access and Transport Area and a point located outside such area.

“Intralata Toll Traffic” describes IntraLATA Traffic outside the Local Calling Area.

“Local Access Transport Area” (LATA) is as defined in the Act.

“Local Exchange Carrier” (LEC) is as defined in the Act.

“Local Exchange Routing Guide” (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

“Local Routing Number” (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

“Local Service Provider” (LSP) is the LEC that provides retail local Exchange Service to an end User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.

“Local Service Ordering Guide” or “LSOG” is a document developed by the OBF to establish industry-wide ordering and billing processes.

“Local Service Request” or “LSR” means the industry standard forms and supporting documentation used for ordering local services.

“MECAB” refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

“MECOD” refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

“Meet Point” is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier’s responsibility for service begins and the other carrier’s responsibility ends.

“Meet-Point Billing” (MPB) refers to the billing arrangement whereby two or more Telecommunications Carriers jointly provide Switched Access Service to an IXC, with each LEC billing the IXC for the LEC’s appropriate share of switched access revenues. .

“Network Data Mover” (NDM) is an industry standard protocol for transferring information electrically.

“Network Element” is as defined in the Act.

*“Network Element Platform” or “UNE-P” means the combination of a Loop, NID, Local Switching, Shared Transport, signaling and call-related databases for the purpose of switch query and database response.

“North American Numbering Plan” (NANP) A numbering architecture employed in the United States, Canada and certain Caribbean countries in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

“Numbering Plan Area” (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs, also known as a “Service Access Code” (SAC Code) are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic

boundaries. The common examples of Non-geographic NPAs in the N00 format, e.g., 500, Toll Free Service NPAs, 700, and 900.

“Number Portability Administration Center” or “NPAC” means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

“NXX” or “Central Office Code” is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

“Originating Point Code” (OPC) means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.

“Parity” means the provision by (ILEC) of a service or access to a service that is at least equal in quality, timing, priority, functionality and capabilities to what (ILEC) provides itself, its customers, subsidiaries or Affiliates or any third party.

“Party” means either MCI or Ameritech-Ohio. “Parties” means both MCI and Ameritech-Ohio.

“POTS” means plain old telephone service.

“Public Switched Network” includes all switches and transmission facilities, provided by any Common Carrier that use the NANP in connection with the provision of telecommunications services.

“Rating Point” means the V&H coordinates associated with a particular telephone number for rating purposes.

“Remote Terminal” or “RT” means a controlled environmental vault, hut, or cabinet, which may or may not contain fiber fed digital loop carrier (DLC).

“Service Management System” (SMS) means an off-line system used to access, create, modify, or update information in a Database.

“Signaling System 7” (SS7) means a signaling protocol used by the CCS Network.

“Switch” means a mechanical, electrical or electronic device which opens and closes circuits, completes or breaks an electrical path, or select paths or circuits.

“Synchronous Optical Network” (SONET) is a time-division multiplexing optical interface standard that allows inter-networking of high-speed fiber optic transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps. The standard was formulated by the Exchange Carriers Standards Association (“ECSA”) for the American National Standards Institute (“ANSI”).

“Technically Feasible”, including burden of proof, is as defined in applicable FCC regulations and Applicable Law.

“Telecommunications” is as defined in the Act.

“Telecommunications Carrier” is as defined in the Act.

“Telecommunications/Telecom Equipment” is as defined in the Act.

“Telecommunications Service” is as defined in the Act.

“Telephone Exchange Service” is as defined in the Act.

“TELRIC” means Total Element Long-Run Incremental Cost.

“Third Party” means any person other than a Party.

“Toll Free Service” is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).

“Trunk” means a communication line between two switching systems.

800 DATABASE

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for access to the Toll Free Calling Database provided by Ameritech-Ohio to MCI.

2 DESCRIPTION

- 2.1 Intentionally Omitted.
- 2.2 The Toll Free Calling Database allows MCI to access Ameritech-Ohio's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 2.3 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- 2.4 There are three optional features available with 800 service:
- 2.4.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, Ameritech-Ohio will deliver the designated 10-digit number.
- 2.4.2 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
- 2.4.2.1 Time of Day
- 2.4.2.2 Day of Week
- 2.4.2.3 Day of Year
- 2.4.2.4 Allocation of Traffic by Percentage
- 2.4.2.5 NPA-NXX-XXXX
- 2.4.3 The Call Validation feature List Turnaround feature applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3 GENERAL TERMS AND CONDITIONS

- 3.1 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.

- 3.2 MCI shall address its queries to Ameritech-Ohio's database to the alias point code of the STP pair identified by Ameritech-Ohio. MCI's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. MCI acknowledges that such subsystem number and translation type values are necessary for Ameritech-Ohio to properly process queries to its 800 database.
- 3.3 Each Party agrees to comply with all relevant industry standards.
- 3.4 CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Ameritech-Ohio's CCS/SS7 network and its 800 database. Ameritech-Ohio may employ certain automatic and/or manual overload controls within Ameritech-Ohio's CCS/SS7 network to guard against these detrimental effects, and Ameritech-Ohio shall employ such overload controls such as they shall impact MCI, Ameritech-Ohio, Ameritech-Ohio affiliate or affiliates and other third party purchasers in a non-discriminatory manner. Ameritech-Ohio shall report to MCI any instances where overload controls are invoked due to MCI's CCS/SS7 network. MCI shall take immediate corrective actions as are necessary (to the extent that Ameritech-Ohio, its affiliate(s) and third party purchasers are also required to take such action) to cure the conditions causing the overload situation.
- 3.5 During periods of 800 database system congestion, Ameritech-Ohio shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of Ameritech-Ohio's 800 database. The automatic code gapping procedure used by Ameritech-Ohio shall notify MCI's switch of the gap length (how long MCI's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell Ameritech-Ohio's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of Ameritech-Ohio's 800 database. Ameritech-Ohio reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 3.6 Prior to Ameritech-Ohio initiating service under this Appendix, MCI shall provide an initial forecast of busy hour query volumes. MCI shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. MCI will use commercially reasonable efforts to update its' forecast if MCI anticipates that the number of forecasted queries will substantially increase. As the Parties may determine by agreement, MCI may from time to time provide additional forecasted information as deemed necessary for network planning in connection with this offering.
- 3.7 Ameritech-Ohio shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) in accordance with applicable industry standards.
- 3.8 * Ameritech-Ohio shall provide nondiscriminatory access to the Toll Free Calling Database for the provision of any telecommunication service. SBC shall provide access to its Toll Free Calling Database by means of special access at the signaling transfer point linked to the unbundled database for the purposes of switch query and database response through a signaling network. This data shall also be provided at TELRIC and on the same terms and conditions as Ameritech-Ohio provides to itself. MCI will designate a technically feasible point at which the data will be provided.

- 3.9 The Parties shall ensure that they have sufficient link capacity and related facilities to handle their signaling and toll free traffic without adversely affecting other network subscribers.
- 3.10 * Ameritech-Ohio shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for MCI's activities on behalf of its local service customers where Ameritech-Ohio is the incumbent local exchange carrier. MCI agrees that any other use of Ameritech-Ohio's Toll Free Calling Database for the provision of 800 database service by MCI will be pursuant to the terms, conditions, rates, and charges of Ameritech-Ohio's effective tariffs, as revised, for 800 Database services.
- 3.11 Ordering and Billing Inquiries
- 3.11.1 Ordering and billing inquiries for the elements described herein shall be directed to:
- 3.11.1.1 Intentionally Omitted.
- 3.11.1.2 For Ameritech-Ohio - the AISC Service Center in Milwaukee, Wisconsin.

4 RATES

- 4.1 MCI shall pay a Local Service Order Request Charge for each MCI request for service order activity to establish Access to the Toll Free Calling Database in the Ameritech-Ohio region.
- 4.2 The prices at which Ameritech-Ohio agrees to provide MCI with Access to the Toll Free Calling Database are contained in the applicable Appendix Pricing.
- 4.3 MCI shall pay a nonrecurring charge when MCI establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by MCI allowing other telecommunications providers to use MCI's SS7 signaling network.
- 4.4 Rate Elements
- There are four rate elements associated with Access to the Toll Free Calling Database:
- 4.4.1 Basic Toll Free Access Query Rate Element
- 4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in Ameritech-Ohio)
- 4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element).
- 4.4.4 Call Handling and Destination Rate Element (referred to 800 Database Vertical Feature in Ameritech-Ohio).
- 4.5 MCI shall pay the Basic Toll Free Access query rate for each query received and processed by Ameritech-Ohio's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by MCI.

COLLOCATION

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Collocation provided by Ameritech-Ohio and MCIIm.

2 DEFINITIONS

- 2.1 “Active Central Office Switchroom Space” denotes the existing, central office switchroom space, which can be designated for Physical or Virtual Collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete unused equipment.
- 2.2 “Adjacent Structure” is an MCIIm provided structure placed on Ameritech-Ohio property adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.3 “Approved Vendor” is a vendor who is qualified by Ameritech-Ohio for installation, maintenance, repair and/or removal of collocated equipment. Ameritech-Ohio shall not unreasonably withhold approval of vendors.
- 2.4 “Augment” is a request from MCIIm to add equipment, cable and/or Collocation services to an existing Physical Collocation arrangement.
- 2.5 Intentionally Omitted.
- 2.6 “Caged Physical Collocation” is a cage or similar structure (not including a top) enclosing MCIIm’s Dedicated Collocation Space in which MCIIm may install its telecommunications equipment.
- 2.7 “Cageless Physical Collocation” is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.8 Intentionally Omitted.
- 2.9 Intentionally Omitted.
- 2.10 “COBO” the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a Collocation arrangement (Dedicated Collocation Space) in Ameritech-Ohio.
- 2.11 “Collocator” is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in Ameritech-Ohio’s location, for purposes of Interconnection with Ameritech-Ohio or access to Unbundled Network Elements (UNE).
- 2.12 “Dedicated Collocation Space” is the space dedicated for the MCIIm’s Physical Collocation arrangement located within an Ameritech-Ohio Eligible Structure.
- 2.13 “Delivery Date” the date upon which MCIIm or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in Ameritech-Ohio.
- 2.14 “Eligible Structure” refers to Ameritech-Ohio’s central offices and serving wire centers, as well as all buildings or similar structures owned or leased by Ameritech-Ohio that house its network facilities (including, where technically feasible, central offices, wire centers,

controlled environmental vaults, huts, cabinets, pedestals, feeder distribution interface, and remote terminals), and all structures that house Ameritech-Ohio's network transmission facilities on public rights of way, including, but not limited to, vaults containing loop concentrators or similar structures.

- 2.15 "Entrance Facility" is an arrangement in which MCI's single mode fire retardant dielectric fiber optic cable extends from the Ameritech-Ohio designated manhole into the Ameritech-Ohio Eligible Structure designated splice point. Entrance Facility may include copper cable if ordered by the Commission. MCI shall be permitted no more than two (2) entrance routes into the Ameritech-Ohio Eligible Structure, if available.
- 2.16 "Extraordinary Costs" or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances in Ameritech-Ohio.
- 2.17 "Non Standard Collocation Request (NSCR)" in Ameritech-Ohio is a method used for requesting Collocation arrangements or features that are not standard offerings or configurations. NSCR pricing will be based on TELRIC or other commission-approved methodology.
- 2.18 Intentionally Omitted.
- 2.19 "Preparation Charges" are the charges applicable to the preparation of Ameritech-Ohio's Eligible Structures for Collocation, including any COBO charges, cage enclosure charges, and extraordinary cost or expense.
- 2.20 "Point of Termination (POT)" denotes the point of demarcation, within an Eligible Structure at which Ameritech-Ohio's responsibility for the provisioning of service ends.
- 2.21 "Shared Physical Collocation Cage" is a caged Dedicated Collocation Space that is shared by two or more Collocators within Ameritech-Ohio's Eligible Structure.
- 2.22 "Unused Space" denotes any space in the Eligible Structure which is not occupied by Ameritech-Ohio's personnel and/or occupied by or reserved for Ameritech-Ohio's network equipment including that of Affiliates and third parties. May also be used to denote space within a specific Collocator's area that is not occupied by or reserved for Collocator's equipment. Space occupied by obsolete, unused equipment or facilities is considered Unused Space for the purpose of this Appendix.
- 2.23 "Virtual Collocation" is as defined in 47CFR64.1401(e).

3 PURPOSE AND SCOPE OF APPENDIX

- 3.1 * In accordance with applicable FCC rules, Ameritech-Ohio shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled Network Elements.
 - 3.1.1 * Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCI from obtaining interconnection with Ameritech-Ohio at a level equal in quality to that which Ameritech-Ohio obtains within its own

network or Ameritech-Ohio provides to any Affiliate, subsidiary, or other party.

- 3.1.2 * Equipment is necessary for access to an unbundled Network Element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIIm from obtaining nondiscriminatory access to that unbundled Network Element, including any of its features, functions, or capabilities.

3.2 Response Intervals and Price Quotes

- 3.2.1 The Response Interval is the time period after the submission of a Collocation application within which Ameritech-Ohio must advise MCIIm if space is available for the Collocation arrangement requested. Response and Response with Price Quote Intervals for Collocation Orders: 1) Response – Upon receipt of MCIIm's Collocation request where COBO charges do not apply, Ameritech-Ohio will indicate whether or not space is available within ten (10) days of request. 2) Response with Price Quote – Upon receipt of MCIIm's Collocation request where applicable COBO charges do apply, the Parties agree to follow the Response with Price Quote intervals as specified below. Initial quotes are subject to adjustment for extraordinary costs associated with specific requests by MCIIm. All responses to all applications, whether COBO charges apply or not, will indicate (i) whether or not space is available, (ii) specify the amount of space available, the number of collocators, and any modifications in the use of space since the last report provided to MCIIm, and (iii) describe the measures Ameritech-Ohio is taking to make additional space available for Collocation.

Number of Applications By MCIIm Within 5 Days	Response with Price Quote Interval
1 – 5	10 Days
6 – 10	15 Days
11 - 15	20 Days

- 3.2.2 Should MCIIm submit sixteen (16) or more applications, whether COBO charges apply or not, within five (5) days, the response will be increased by five (5) days for every five (5) additional applications or fraction thereof.
- 3.2.3 Any material revision to an application, whether COBO charges apply or not, will be treated as a new application and will be subject to the time intervals set forth above.
- 3.2.4 MCIIm may obtain a shorter interval for the return of price quotes or responses than that set forth above by scheduling a meeting with Ameritech-Ohio at least twenty (20) Business Days prior to submission of the first application to discuss, coordinate and prioritize MCIIm applications.
- 3.2.5 Within twenty (20) Business Days of the Ameritech-Ohio response, MCIIm shall submit its reply indicating whether it wishes Ameritech-Ohio to prepare the space for Collocation. If MCIIm wishes to pursue its Collocation request, its reply must include payment of fifty percent (50%) of the quoted applicable non-recurring charge. Failure of MCIIm to reply or to remit the aforementioned payment within twenty (20) Business Days shall be deemed to be an abandonment of its Collocation request.

3.3 Construction Intervals

3.3.1 Ameritech-Ohio will complete construction of all Active Central Office Switchroom Space requests for caged, shared, cageless and Virtual Collocations within ninety (90) days and within sixty (60) days for Augment requests requiring construction from the receipt of MCIm's application that meets the Ameritech-Ohio's established Collocation application standard.

3.3.1.1 In Ameritech-Ohio, should MCIm submit eleven (11) or more applications in a consecutive ten (10) Business Day period the provisioning interval will be increased by ten (10) Business Days for every ten (10) additional applications.

3.3.2 In extenuating circumstances (i.e. unusual design or planning work to accommodate MCIm's specific Collocation request), the Parties may agree to extend the above deadline, which agreement shall not be unreasonably withheld, but construction shall continue during negotiations with a goal of the best possible completion date.

3.4 MCIm Installation Intervals

3.4.1 MCIm will, whenever possible, place their telecom equipment in the Collocation space within ninety (90) calendar days of space turnover. MCIm must complete placement of MCIm telecom equipment in the Collocation space and interconnect to Ameritech-Ohio's network or to Ameritech-Ohio's unbundled Network Elements within one hundred eighty (180) calendar days after space turnover. If MCIm fails to do so, without good cause, Ameritech-Ohio may, upon notice, terminate that Collocation arrangement, and MCIm shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, MCIm's telecom equipment is considered to be Interconnected when physically connected to Ameritech-Ohio's network, an Ameritech-Ohio unbundled Network Element, or a Party for the purpose of MCIm providing a Telecommunications Service.

3.5 Requests to Increase Dedicated Collocation Space

3.5.1 * All requests to increase Dedicated Collocation Space, whenever submitted, shall be treated as a new application. When Dedicated Collocation Space has been accepted, MCIm may increase its Dedicated Collocation Space only if MCIm is currently utilizing at least 60% of the existing Dedicated Collocation Space.

4 GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, Ameritech-Ohio will provide Physical Collocation to MCIm for the purpose of interconnecting with Ameritech-Ohio's network or for obtaining access to Ameritech-Ohio's unbundled Network Elements pursuant to 47 U.S.C. 251(c). Physical Collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the applicable law.

4.2 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, Ameritech-Ohio will provide Virtual Collocation to MCIm for the purpose

of interconnecting to Ameritech-Ohio's network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to Ameritech-Ohio's Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

- 4.3 All requests for other Physical Collocation arrangements will be considered by Ameritech-Ohio upon submission by MCI of a Non Standard Collocation Request (NSCR). If Ameritech-Ohio denies such NSCR request, it must prove to the Commission that the requested Collocation arrangement at that point is not technically feasible.
- 4.4 Ameritech-Ohio will allow one collocator to connect to another collocator within a CO by using an ACCSI-like product that will be priced at market rates. Ameritech-Ohio will provide the MDF or optical terminations as requested by MCI and it will be MCI's responsibility to provide the cabling and have an Ameritech-Ohio Approved Vendor install and terminate the connection. MCI may also connect to any other Collocator within a Central Office through any other method permissible by Applicable Law.
- 4.5 If MCI wants copper, coax cable facilities, they must first have state Commission approval.
 - 4.5.1 Ameritech-Ohio will designate the route and space to be used for the placement of such facilities which will be the shortest available route including areas over switches and other critical equipment to the extent Ameritech-Ohio places similar connection facilities over such equipment for itself. Ameritech-Ohio shall permit MCI to construct such facilities using copper cable, coaxial cable or optical fiber facilities subject to the same reasonable safety requirements that Ameritech-Ohio imposes on its own equipment and facilities, without requiring MCI to purchase any equipment or connecting facilities solely from Ameritech-Ohio.
- 4.6 Within a contiguous area within the Eligible Structure, Ameritech-Ohio shall permit MCI to connect its equipment with that of another collocated telecommunications carriers' within the same Eligible Structure provided that the collocated equipment is also used for interconnection with Ameritech-Ohio or for access to Ameritech-Ohio's unbundled Network Elements.
- 4.7 Relocation - In the event Ameritech-Ohio determines it necessary for Collocation space to be moved within the Eligible Structure in which the Collocation space is located or to another Eligible Structure, MCI is required to do so and Ameritech-Ohio will bear the cost. If such relocation arises from circumstances beyond the reasonable control of Ameritech-Ohio, including condemnation or government order or regulation, MCI shall be responsible for the cost of preparing the new Dedicated Collocation Space at the new location.
 - 4.7.1 In the event that MCI requests that the Collocation space be moved within the Ameritech-Ohio Eligible Structure or to another Eligible Structure, Ameritech-Ohio shall permit MCI to relocate the Collocation space, subject to the availability of space and associated requirements. MCI shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation space as applicable.
- 4.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, Ameritech-Ohio will take into account future demand based upon its

knowledge and reasonably foreseeable requirements of MCIm's demand for Collocation. Upon request, MCIm will provide Ameritech-Ohio with a two (2)-year non-binding, good faith rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

- 4.9 Ameritech-Ohio agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation space.
- 4.10 The Parties have agreed to merge several provisions regarding Virtual and Physical Collocation. This does not constitute an agreement that the Parties' obligations concerning Physical and Virtual Collocation are identical.

5 ELIGIBLE EQUIPMENT FOR COLLOCATION

- 5.1 All network equipment placed in Ameritech-Ohio's Eligible Structures by Ameritech-Ohio or MCIm must meet the Ameritech-Ohio minimum safety standards. The minimum safety standards are: Compliance, as of the date such equipment is installed in the Ameritech-Ohio Eligible Structure, with then current (i) Bellcore Network Equipment and Building Specifications ("NEBS") Level 1 requirements, NEBS EMI emissions requirements, as stated in GR-1089-CORE, Criteria [10], NEBS Corrosion requirements, as stated in GR-1089-CORE, Criteria [72, 73], if such equipment has an electrical connection to outside plant or (ii) equipment history of safe operation demonstrated by placement as network equipment in an incumbent local exchange carrier network premises prior to January 1, 1998, with no documented or known history of safety problems; provided such safety requirements are applied on a nondiscriminatory basis, including application to the Company's own equipment (items (i) - (ii) above collectively referred to as the "Safety Standards").
- 5.2 Ameritech-Ohio may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that Ameritech-Ohio applies to its own equipment. Ameritech-Ohio may not deny Collocation of MCIm equipment because the equipment fails to meet NEBS performance standards. If Ameritech-Ohio denies collocation of MCIm's equipment, citing non-compliance to the minimum Safety Standards, Ameritech-Ohio must provide to MCIm within five (5) business days of the denial a list of all network equipment that Ameritech-Ohio has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum Safety Standards and setting forth in detail the exact safety requirements MCIm's equipment does not satisfy, Ameritech-Ohio's basis for that conclusion, and an explanation of how the allegedly deficient equipment would compromise network safety.
- 5.3 Ameritech-Ohio is not required to permit collocation of equipment that is not used solely to provide Collocation services; provided, however, that Ameritech-Ohio may not place any limitations on the ability of MCIm to use all the features, functions, and capabilities of equipment collocated, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

6 COLLOCATION SPACE CHARGES

- 6.1 Dedicated Collocation Space
 - 6.1.1 Intentionally Omitted

- 6.2 Ameritech-Ohio will contract for and perform the construction and preparation activities necessary to prepare the Collocation space, using the same or consistent practices that are used by Ameritech-Ohio for other construction and preparation work performed in the Eligible Structure.
- 6.3 Recurring/Non-Recurring charges - MCI shall pay Ameritech-Ohio a recurring charge and non-recurring charges for use of the Collocation space. These charges are contained in Appendix Pricing. The recurring charges for each Collocation space may be modified upon renegotiation of this Agreement and/or pursuant to a Commission order.
- 6.4 MCI shall pay only its proportionate share of the cost of any reasonable security arrangements.
- 6.5 If the Commission and Applicable Law permit Ameritech-Ohio to charge all CLECs COBO charges, Ameritech-Ohio may charge and MCI shall pay, subject to its right to dispute charges applicable COBO charges as follows:
 - 6.5.1 Where the COBO charge is non-recurring, Ameritech-Ohio may require MCI to pay:
 - 6.5.1.1 Fifty percent (50%) of the applicable COBO charge before Ameritech-Ohio begins any preparation work associated with the Dedicated Collocation Space;
 - 6.5.1.2 Twenty-five percent (25%) of the applicable COBO charge at the midpoint of the preparation of the Dedicated Collocation Space;
 - 6.5.1.3 The remaining twenty-five (25%) of the applicable COBO charge upon completion of the Dedicated Collocation Space.
 - 6.5.2 Where the COBO charge is a recurring fee (e.g., monthly recurring charge or MRC), Ameritech-Ohio may require MCI to pay the recurring COBO charge based on the applicable recurring period.
 - 6.5.3 Any extraordinary charges, if applicable, must be agreed upon by MCI prior to actual commencement of the physical construction of the Dedicated Collocation Space such charges must be paid before commencement of construction.
- 6.6 Access to Space During Construction – During construction, Ameritech-Ohio will allow MCI reasonable access to its selected Collocation space. An escort is required to access construction space for Virtual Collocation.
- 6.7 Occupancy Conditioned on Payment - After construction of MCI's Dedicated Collocation Space, Ameritech-Ohio shall not permit MCI to have occupancy to the Dedicated Collocation Space until receipt of complete payment of the applicable charges.
 - 6.7.1 Ameritech-Ohio shall not permit MCI's Ameritech-Ohio Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of MCI's Virtual Collocation space until Ameritech-Ohio is in receipt of complete payment of the non-recurring and any custom work charges.
- 6.8 Breach Prior to Commencement Date - In the event that MCI materially breaches this Agreement and that breach results in termination of this Agreement after Ameritech-Ohio has begun preparation of the Collocation space but before Ameritech-Ohio has been paid the entire amounts due under this Article, then in addition to any other remedies that

Ameritech-Ohio might have, Ameritech-Ohio is entitled to the non-recoverable costs incurred by Ameritech-Ohio less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

- 6.9 The monthly recurring charge(s) shall begin to apply after MCIm accepts the Collocation space pursuant to a final or acceptance walkthrough.
- 6.10 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined via an NSCR.
- 6.11 Ameritech-Ohio shall ensure that the Collocation space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by Ameritech-Ohio in compliance with all applicable codes, ordinances, resolutions, regulations and laws.
- 6.12 Provision of Telephone Jacks. Ameritech-Ohio will allow MCIm to order basic telephone service with a connection jack from the applicable Ameritech-Ohio retail business office for use within their Collocation arrangement. This service is not ordered through the Collocation Application and is not considered part of the Collocation Arrangement.

7 USE OF COLLOCATION SPACE

- 7.1 Nature of Use – The Collocation space is to be used by MCIm for purposes of collocating equipment and facilities for interconnection or access to Network Elements in accordance with 47 U.S.C. 251(c) and Applicable Law. Consistent with the nature of the Eligible Structure and the environment of the Collocation space, MCIm shall not use the Collocation space for office, retail, or sales purposes. No signage or markings of an advertising nature by MCIm shall be permitted on any Eligible Structure or grounds under the exclusive control of Ameritech-Ohio.
- 7.2 A list of all of MCIm's telecom equipment that will be placed within the Collocation space shall be set forth on MCIm's Collocation application, which includes associated power requirements, floor loading, and heat release characteristics of each piece of MCIm telecom equipment. To the best of MCIm's knowledge, the Collocation application contains a complete and accurate list of such MCIm telecom equipment. MCIm or Ameritech-Ohio's Approved Vendor shall not place or leave any other equipment or facilities within the Collocation space without the express written consent of Ameritech-Ohio, which consent shall not be unreasonably withheld or delayed.
- 7.3 Operation of any equipment, facilities or any other item placed in the Collocation space shall not interfere with or impair service over Ameritech-Ohio's network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Collocation space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities, the Collocation space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public.
- 7.4 In no case shall MCIm or any person or entity purporting to be acting through or on behalf of MCIm make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation space or the Eligible Structure without the advance written permission and direction of Ameritech-Ohio which consent shall not be unreasonably withheld or delayed. Ameritech-Ohio will perform any such construction,

and the associated cost shall be paid by MCI on a time and material basis. Ameritech-Ohio will permit MCI to subcontract any construction described in this paragraph with contractors approved by Ameritech-Ohio, provided that Ameritech-Ohio will not unreasonably withhold or delay approval of such contractor.

7.5 The Parties shall strictly observe and abide by the following in each SBC state:

7.5.1 SBC Local Exchange Carriers TP 76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

7.5.2 TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within Ameritech-Ohio central offices and may be modified from time to time.

7.6 Unless otherwise expressly agreed in writing, Ameritech-Ohio will provide for all AC and DC power requirements in the Eligible Structure. MCI is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to commercial/stand-alone rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support MCI's telecom equipment at the specified DC and AC voltages. At a minimum, the Power and Ameritech-Ohio's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to Ameritech-Ohio's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by MCI represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by Ameritech-Ohio is based on demand management. All necessary Power will be supplied on a timely basis. A Collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to MCI.

7.6.1 Ameritech-Ohio will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the MCI's equipment in the same manner and at the same standards that Ameritech-Ohio provides such conditions for its own similar equipment or facilities within that Eligible Structure.

7.7 MCI shall use a single mode dielectric plenum rated, fire retardant fiber optic cable as a transmission medium to the Collocation space. Ameritech-Ohio shall provide at least two (2) interconnection points at each Ameritech-Ohio Eligible Structure at which there are at least two (2) entry points for Ameritech-Ohio's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. Where MCI requests additional network diversity, above and beyond what exists in the Eligible Structure as of the date of MCI's request, Ameritech-Ohio shall provide such diversity pursuant to the NSCR process.

8 OPERATIONAL RESPONSIBILITIES

8.1 MCI and Ameritech-Ohio are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

- 8.2 MCIIm and Ameritech-Ohio are each responsible for providing trouble reports and status of any network problems when requested by the other.
- 8.3 Upon MCIIm's voluntary termination of the Collocation arrangement or upon discontinuance of use, Ameritech-Ohio will work cooperatively with MCIIm to remove MCIIm's equipment and facilities from Ameritech-Ohio's property. MCIIm is responsible for arranging for (through Ameritech-Ohio or an Approved Vendor) and paying for the removal of collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of MCIIm collocated equipment must be made within sixty (60) calendar days after MCIIm's voluntary termination of the Collocation arrangement or discontinuance of use, unless a different time period is mutually agreed upon. MCIIm will pay all monthly charges until all equipment is removed. If MCIIm has not removed the equipment within this timeframe, Ameritech-Ohio has the right to remove the equipment and either return it to MCIIm or store it in a non-Ameritech-Ohio location and bill MCIIm for any reasonable expense associated with removal and storage of the equipment. Ameritech-Ohio shall be responsible for exercising reasonable caution when removing collocated equipment. In removing such collocated equipment, the Parties agree that Ameritech-Ohio will not be trespassing upon or converting MCIIm's property
- 8.4 Ameritech-Ohio will allow MCIIm to select its own contractors for all required engineering and installation services associated with MCIIm's telecom equipment (e.g., Ameritech-Ohio shall not require MCIIm to use Ameritech-Ohio's internal engineering or installation work forces for the engineering and installation of MCIIm's telecom equipment). MCIIm-selected contractors must agree to all applicable policies and procedures in this Appendix. Access to the Eligible Structure and the Collocation space for MCIIm contractors must meet the same requirements as MCIIm.
- 8.5 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade the other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration.
- 8.6 The Parties shall coordinate to ensure that services are installed in accordance with a service request.

9 CASUALTY LOSS

- 9.1 If the Eligible Structure or the Collocation space are damaged by fire or other casualty, and:
- 9.1.1 The Collocation spaces are not rendered untenable in whole or in part, Ameritech-Ohio shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or
- 9.1.2 The Collocation spaces are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, Ameritech-Ohio has the option to repair the space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while MCIIm was deprived of the use. If the space cannot be repaired within ninety (90) days, or Ameritech-Ohio opts not to rebuild, then the Collocation space arrangement provided in the Collocation space shall (upon notice to MCIIm within thirty (30) days following such occurrence) terminate as of the date of such damage. Ameritech-Ohio shall endeavor to relocate MCIIm's equipment in alternative locations, or assist MCIIm in developing other alternatives.

- 9.2 Any obligation on the part of Ameritech-Ohio to repair the Collocation space shall be limited to work necessary to comply with its obligations under Applicable Law and repairing, restoring and rebuilding the Collocation space as it existed immediately prior to the casualty loss (consistent with the provisions of this Appendix) and shall not include any obligation to repair, restore, rebuild or replace any MCIm facilities or equipment located in the Collocation space.
- 9.3 If the Eligible Structure is damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof is necessary then, notwithstanding that the Collocation space may be unaffected thereby, Ameritech-Ohio, at its option, may terminate any Collocation arrangement in that Eligible Structure by giving MCIm ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

10 INTENTIONALLY OMITTED

11 OSHA STATEMENT

- 11.1 MCIm, in recognition of Ameritech-Ohio's status as an employer, agrees to abide by and to undertake MCIm lawful duty of compliance with all applicable federal, state and local laws, safety and health regulations relating to those portions of the Eligible Structures which MCIm has assumed the duty to maintain pursuant to this Agreement. Ameritech-Ohio, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to those portions of the Eligible Structures which Ameritech-Ohio has agreed to maintain pursuant hereto.

12 NOTICES

- 12.1 Except in emergency situations, Ameritech-Ohio shall provide MCIm with written notice five (5) business days prior to those instances where Ameritech-Ohio or its subcontractors may be undertaking a major construction project in the general area of the Collocation space or in the general area of the AC and DC power plants which support the Collocation space.
- 12.2 Ameritech-Ohio will inform MCIm by telephone of any emergency-related activity that Ameritech-Ohio or its subcontractors may be performing in the general area of the Collocation space occupied by MCIm or in the general area of the AC and DC power plants which support the Collocation space. Notification of any emergency related activity should be made to MCIm as soon as reasonably possible so that MCIm can take any action required to monitor or protect its service.
- 12.3 Ameritech-Ohio will provide MCIm with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to MCIm telecom equipment. Ameritech-Ohio shall provide MCIm immediate notification by telephone of any emergency power activity that would impact MCIm's telecom equipment.

13 INSURANCE

- 13.1 In addition to the insurance requirements set forth in the General Terms and Conditions, MCIm must maintain all Risk Property coverage on a full replacement cost basis insuring all of MCIm's personal property situated on or within the Eligible Structure. MCIm releases Ameritech-Ohio from and waives any and all right of recovery, claim, action or cause of action against Ameritech-Ohio, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to MCIm or located on or in

the space at the request of MCIIm when such loss or damage are by risks that would customarily be included in a standard all risk insurance policy covering such property. Property insurance on MCIIm's fixtures and other personal property shall contain a waiver of subrogation against Ameritech-Ohio, and any rights of MCIIm against Ameritech-Ohio for damage to MCIIm's fixtures or personal property are hereby waived. MCIIm may also elect to purchase business interruption and contingent business interruption insurance, knowing that Ameritech-Ohio has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

- 13.2 All policies purchased by MCIIm shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Ameritech-Ohio.
- 13.3 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of MCIIm's equipment or other MCIIm facilities or equipment remain within the Eligible Structure.

14 PROTECTION OF SERVICE AND PROPERTY

- 14.1 Ameritech-Ohio shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 14.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 14.3 Except as may otherwise be provided:
 - 14.3.1 Ameritech-Ohio and MCIIm shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
 - 14.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
 - 14.3.3 Each Party shall restrict access to the Eligible Structure and the Collocation space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 14.4 Ameritech-Ohio shall use electronic access controls to protect all spaces which house or contain MCIIm equipment or equipment enclosures, but if electronic controls are not available, Ameritech-Ohio shall either furnish security guards at those Ameritech-Ohio locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis.
- 14.5 Ameritech-Ohio shall furnish MCIIm with the identifying credentials to be carried by its employees and authorized agents to be paid for by MCIIm. The Parties shall maintain an updated list of all authorized employees and authorized agents for every Eligible Structure.
- 14.6 As provided herein, Ameritech-Ohio may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, Ameritech-Ohio may only impose security arrangements that are as stringent as the security arrangements that Ameritech-Ohio maintains at its own premises for its own

employees or authorized contractors. Ameritech-Ohio must allow MCIIm to access its installed Collocation equipment twenty-four (24) hours a day, seven (7) days a week. In a Physical Collocation arrangement, Ameritech-Ohio will allow access without requiring a security escort of any kind or delaying MCIIm's employees' entry into Ameritech-Ohio's Eligible Structure. In a Virtual Collocation arrangement, Ameritech-Ohio will allow access only with a security escort. MCIIm's employees, agents and contractors must comply with Ameritech-Ohio's policies and practices pertaining to fire, safety and security. Reasonable security measures that Ameritech-Ohio may adopt include, but are not limited to, the following:

- 14.6.1 Installing security cameras or other monitoring systems; or
- 14.6.2 Requiring MCIIm personnel to use badges with computerized tracking systems; or
- 14.6.3 Requiring MCIIm employees to undergo the same level of security training, or its equivalent, that Ameritech-Ohio's own employees, or third party contractors providing similar functions, must undergo; provided, however, that Ameritech-Ohio may not require MCIIm employees to receive such training from Ameritech-Ohio itself, but must provide information to MCIIm on the specific type of training required so MCIIm's employees can conduct their own training. Ameritech-Ohio will provide security training for MCIIm employees, designated representative or contractors at parity with training provided to Ameritech-Ohio's own employees or contractors within seven (7) Business Days of MCIIm's request.
- 14.6.4 MCIIm and Ameritech-Ohio will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other Ameritech-Ohio's property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of MCIIm or Ameritech-Ohio in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of MCIIm or Ameritech-Ohio, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other Ameritech-Ohio property:
 - 14.6.4.1 Theft or destruction of Ameritech-Ohio's or MCIIm's property.
 - 14.6.4.2 Use or attempted use/sale of alcohol or illegal drugs on Ameritech-Ohio's property.
 - 14.6.4.3 Industrial espionage.
 - 14.6.4.4 Threats or violent acts against other persons on Ameritech-Ohio's property.
 - 14.6.4.5 Knowing violations of any local, state or federal law on Ameritech-Ohio's property.
 - 14.6.4.6 Permitting unauthorized persons access to Ameritech-Ohio's or MCIIm's equipment on Ameritech-Ohio's property.
 - 14.6.4.7 Carrying a weapon on Ameritech-Ohio's property.
- 14.7 Ameritech-Ohio shall furnish MCIIm with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured MCIIm space twenty-four (24) hours a day, seven (7) days a week. In the event of an emergency, MCIIm may also contact a SPOC provided by Ameritech-Ohio for access to spaces which house

or contain MCIIm equipment or equipment enclosures twenty-four (24) hours a day, seven (7) days a week.

- 14.8 Ameritech-Ohio shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house MCIIm equipment or equipment enclosures.
- 14.9 Ameritech-Ohio shall use best efforts to provide notification within two (2) hours to designated MCIIm personnel to indicate an actual security breach.
- 14.10 Ameritech-Ohio shall be responsible for the security of the Eligible Structure. If a security issue arises or if MCIIm believes that Ameritech-Ohio's security measures are unreasonably lax, MCIIm shall notify Ameritech-Ohio and the Parties shall work together to address the problem. Ameritech-Ohio shall, at a minimum, do the following:
 - 14.10.1 Where a cage is used, Ameritech-Ohio shall design Collocation cages to reasonably prevent unauthorized access.
 - 14.10.2 Ameritech-Ohio shall establish procedures for controlling access to the Collocation areas by employees, security guards and others. Those procedures shall limit access to the Collocation areas to Ameritech-Ohio's employees, agents or invitees having a business need, such as a periodic review of the Collocation space, to be in these areas. Ameritech-Ohio shall require all persons entering the Collocation areas to wear identification badges.
 - 14.10.3 Ameritech-Ohio shall provide card key access to all Collocation equipment areas where a secured pathway to the Collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Dedicated Collocation Space. Ameritech-Ohio shall respond immediately to reported problems with MCIIm key cards.
 - 14.10.4 Common courtesy will be extended between MCIIm and Ameritech-Ohio's employees, including the provision of first aid and first aid supplies.
 - 14.10.5 Ameritech-Ohio shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day.
 - 14.10.6 Restroom access, parking, eyewash stations, emergency shower stations, drinking water will be provided to MCIIm on a reasonable basis.
- 14.11 MCIIm employees will not enter unauthorized areas.

15 TECHNICAL REFERENCES

- 15.1 Ameritech-Ohio will provide Collocation in accordance with the following standards:
 - 15.1.1 Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.
 - 15.1.2 National Electrical Code (NEC) latest issue.
 - 15.1.3 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989).

- 15.1.4 TR-EOP-000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3 (March 1988).
- 15.1.5 TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985).
- 15.1.6 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).
- 15.1.7 TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992).
- 15.1.8 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992).
- 15.1.9 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991).
- 15.1.10 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1 (January 1993).
- 15.1.11 Underwriters' Laboratories Standard, UL 94.

16 PHYSICAL COLLOCATION

- 16.1 All sections except Virtual Collocation apply to this section.
- 16.2 Caged Physical Collocation
 - 16.2.1 In Ameritech-Ohio, MCI may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Ameritech-Ohio will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. Ameritech-Ohio will prorate the charge for site conditioning and preparation undertaken to construct or condition the Collocation space.
- 16.3 Shared Caged Collocation
 - 16.3.1 Upon request, Ameritech-Ohio shall provide MCI Shared Caged Collocation in any Unused Space. "Shared Caged Collocation" is caged Physical Collocation space shared by MCI and one or more other Collocators pursuant to terms and conditions agreed upon by MCI and those other CLECs. As set forth in this section, Ameritech-Ohio shall provide MCI with both New Shared Caged Collocation and Subleased Shared Caged Collocation.
 - 16.3.1.1 New Shared Caged Collocation - MCI may request that Ameritech-Ohio provide New Shared Caged Collocation via a new request for Physical Collocation whereby MCI may request such shared Collocation space and Ameritech-Ohio allocates the space among the collocators.
 - 16.3.1.2 Subleased Shared Caged Collocation - MCI may enter into a sublease arrangement with another Collocator(s) in MCI's existing

Physical Collocation. In each Subleased Shared Caged Collocation arrangement, Ameritech-Ohio's single point of contact (SPOC) with respect to such arrangement shall be referred to as the Primary Collocator. The Primary Collocator shall be the single CLEC that submits requests for Subleased Shared Caged Collocation on behalf of itself and the other Resident Collocators. For Subleased Shared Caged Collocation, the Primary Collocator shall be the CLEC that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each Collocator (including Resident Collocator(s) and the Primary Collocator) in a Subleased Shared Caged Collocation arrangement is sometimes referred to as a Resident Collocator. An order for Subleased Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- 16.3.2 New Shared Caged Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions). MCI_m Resident Collocators shall request New Shared Caged Collocation from Ameritech-Ohio in a single application. Any Augment request and any subsequent order for New Shared Caged Collocation in the same Eligible Structure shall be submitted by any Resident Collocator. When making New Shared Collocation available, Ameritech-Ohio shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating CLEC. Ameritech-Ohio will prorate the Preparation Charges incurred by Ameritech-Ohio to construct the New Shared Caged Collocation or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Caged Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator provided that the percentage divided among the Resident Collocators in a New Shared Caged Collocation space equals one hundred percent (100%) of such Preparation Charges. Ameritech-Ohio shall charge MCI_m only those costs attributable to the total space utilized by MCI_m. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation.
- 16.3.3 For Subleased Shared Caged Collocation, if MCI_m is the Primary Collocator, then MCI_m shall be responsible for its and Sublessors compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another third party to sublease space from MCI_m, MCI_m shall require such other third party to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such third party's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix.
- 16.3.4 When MCI_m is the Primary Collocator, MCI_m agrees that each Resident Collocator with which it shares Subleased Shared Caged Collocation space shall comply with the terms and conditions of this Appendix. Ameritech-Ohio shall provide MCI_m access to Ameritech-Ohio's Network Elements and permit MCI_m to Interconnect its network with Ameritech-Ohio from Shared Caged Collocation, regardless if MCI_m was the original Collocator. A Resident Collocator's rights

shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with Ameritech-Ohio.

16.3.5 Intentionally Omitted.

16.4 Cageless Physical Collocation

16.4.1 Subject to technical feasibility and security requirements which can not be more stringent than those imposed on their own employees or authorized vendors, Ameritech-Ohio will allow MCI to collocate in any Unused Space in Ameritech-Ohio's Eligible Structure (e.g., Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to MCI's dedicated space. Ameritech-Ohio will designate the space to be used for cageless Collocation. Ameritech-Ohio may require MCI to use a central entrance to the building in which the cageless Collocation is provided, but may not require construction of a new entrance for MCI or other collocating carriers' use, and once inside the building, Ameritech-Ohio must permit MCI to have direct access to MCI's equipment.

16.4.2 Ameritech-Ohio may not require MCI to use an intermediate interconnection arrangement (e.g., a POT bay) that simply increases Collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to Ameritech-Ohio's network if technically feasible. In addition, Ameritech-Ohio may not require MCI to collocate in a room or isolated space, separate from Ameritech-Ohio's own equipment. Ameritech-Ohio may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing Ameritech-Ohio's equipment in its own cage, and other reasonable security measures examples of which are described herein. Ameritech-Ohio may utilize reasonable segregation requirements that do not impose unnecessary additional costs or unreasonable restrictions on MCI.

16.4.3 Ameritech-Ohio must make cageless Collocation space available to MCI in single-bay or rack increments, meaning that MCI can purchase space in single bay or rack increments. Ameritech-Ohio will prorate the charge for site conditioning and preparation undertaken to construct or condition the Collocation space so the first Collocator in an Ameritech-Ohio premise will be responsible for its pro rata share.

16.5 Adjacent Structure Collocation

16.5.1 Adjacent Structure Collocation will be processed by a Non Standard Collocation Request (NSCR).

16.5.2 An incumbent LEC must make available, where Physical Collocation space is legitimately exhausted in a particular incumbent LEC structure, Collocation in adjacent controlled environmental vaults, controlled environmental huts, or similar structure located at the incumbent LEC premises to the extent technically feasible. The incumbent LEC must permit a requesting Telecommunications Carrier to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. The incumbent must provide power and Physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other Physical Collocation arrangement. The incumbent LEC must permit the requesting carrier to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by the incumbent LEC, the requesting carrier, or a third-party. If

Physical Collocation space becomes available in a previously exhausted incumbent LEC structure, the incumbent LEC must not require a carrier to move, or prohibit a competitive LEC from moving, a Collocation arrangement into that structure. Instead, the incumbent LEC must continue to allow the carrier to collocate in any adjacent controlled environmental vault, controlled environmental vault, or similar structure that the carrier has constructed or otherwise procured.

16.6 Space Availability

- 16.6.1 An incumbent LEC shall not be required to provide for Physical Collocation of equipment necessary for interconnection or access to unbundled Network Elements at the incumbent LEC's premises if it demonstrates to the state commission that Physical Collocation is not practical for technical reasons or because of space limitations. In such cases, the incumbent LEC shall be required to provide Virtual Collocation, except at points where the incumbent LEC proves to the state commission that Virtual Collocation is not technically feasible. If Virtual Collocation is not technically feasible, the incumbent LEC shall provide other methods of interconnection and access to unbundled Network Elements to the extent technically feasible.
- 16.6.2 An incumbent LEC shall submit to the state commission, subject to any protective order as the state commission may deem necessary, detailed floor plans or diagrams of any premises where the incumbent LEC claims that Physical Collocation is not practical because of space limitations. These floor plans or diagrams must show what space, if any, the incumbent LEC or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation. An incumbent LEC that contends space for Physical Collocation is not available in an incumbent LEC premises must also allow the requesting carrier to tour the entire premises in question, not only the area in which space was denied, without charge, within ten (10) days of the receipt of the incumbent's denial of space. An incumbent LEC must allow a requesting telecommunications carrier reasonable access to its selected Collocation space during construction. Any Confidential Information disclosed during a tour of the premises shall be treated pursuant to the confidentiality provisions contained in the General Terms and Conditions. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an Ameritech-Ohio's Premises.
- 16.6.3 The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure will be made initially by Ameritech-Ohio. Ameritech-Ohio will notify MCIm within ten (10) days of submission of a completed Application for Physical Collocation by MCIm as to whether its request for space has been granted or denied due to a lack of space.
 - 16.6.3.1 When space for Physical Collocation in a particular Eligible Structure is not available, Ameritech-Ohio shall place MCIm on the waiting list for Collocation in a particular Eligible Structure according to the date MCIm submitted its application for Physical Collocation in that Eligible Structure.
 - 16.6.3.2 If Ameritech-Ohio denies MCIm space, it will, at MCIm's option, provide extended loop service, terminating and concentrating the traffic, and handing it off to MCIm on digital or lightwave transmission facilities, using Bellcore General Requirements 303 (GR303) capability to connect the loops.

- 16.6.3.3 If the Parties are unable to resolve the issue of whether the denial of space is proper, MCI may file a complaint with the Commission and/or pursue other remedies available.
- 16.6.4 Ameritech-Ohio will maintain a publicly available document, posted for viewing on Ameritech-Ohio's Internet site(s), indicating all premises where Physical space is exhausted, and will update such a document within ten (10) days of the date at which a premises runs out of Physical Collocation space.
- 16.6.5 Upon request, Ameritech-Ohio will provide within ten (10) days of the submission of the request, a report indicating the available Collocation space in a particular Ameritech-Ohio Eligible Structure ("Premises Report"). This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that Ameritech-Ohio is taking to make additional space available for Collocation. Ameritech-Ohio will provide a report for one (1) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should MCI submit more than twenty (20) requests at once for central offices where there is no current Collocation or Collocation forecasted, Ameritech-Ohio will provide the information on a scheduled basis of ten (10) additional offices every ten (10) days.
- 16.6.6 In Ameritech-Ohio, reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Premise for which a report is ordered.
- 16.6.7 In any Central Office in which all options for Physical Collocation offered by Ameritech-Ohio have been exhausted, Ameritech-Ohio shall not be permitted to provide additional Physical Collocation space in that Central Office for any of its Affiliates, unless Ameritech-Ohio affiliates have reserved space on the same terms and conditions as those which apply to MCI, provided however, that neither Ameritech-Ohio nor any of its affiliates may reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve Collocation space for their own future use.
- 16.6.8 Ameritech-Ohio is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted.
- 16.6.9 To the extent possible, Ameritech-Ohio will make contiguous space available to MCI upon request.
- 16.6.10 Ameritech-Ohio may retain a limited amount of floor space for Ameritech-Ohio's own specific future uses for a time period and on terms no more favorable to Ameritech-Ohio than those that apply to other telecommunications carriers, including MCI, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, Ameritech-Ohio will relinquish any space held for future use before denying a request for Physical Collocation on grounds of space limitations, unless Ameritech-Ohio proves to the Commission that Physical Collocation at that point is not technically feasible. In any such event, Ameritech-Ohio and MCI will attempt to reach a mutually agreeable alternative method of interconnection.

- 16.6.11 At the request of the Commission or MCI, Ameritech-Ohio shall remove any Ameritech-Ohio obsolete and unused equipment (e.g., "retired in-place") from its Premises within a reasonable period of time. Ameritech-Ohio shall be permitted to recover its reasonable cost of removal and/or relocation of such equipment if Ameritech-Ohio can demonstrate to MCI that it will incur expenses that would not normally be incurred to remove such equipment (e.g., cost to expedite removal of equipment or store equipment for re-use).
- 16.6.12 Ameritech-Ohio may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") pursuant to Applicable Law, provided, however, that Ameritech-Ohio shall not set a maximum space limitation on MCI unless Ameritech-Ohio proves to the Commission that space constraints make such restrictions necessary.
- 16.6.13 This Section applies only to requests to add additional equipment to the Dedicated Collocation Space. Requests to increase the Dedicated Collocation Space are covered above.
- 16.6.13.1 Prior to MCI taking possession of the Dedicated Collocation Space, in the event that subsequent to the submission of the Physical Collocation application and its list of MCI telecom equipment with the required technical information, MCI desires to place in the Dedicated Collocation Space any additional equipment not set forth in the Physical Collocation application, MCI shall furnish to Ameritech-Ohio a "Supplemental" Physical Collocation Application. Ameritech-Ohio will thereafter acknowledge receipt of the Supplement and, provided the request is technically feasible, amend the original application accordingly. For minor changes (e.g., that do not increase the requirements for power, floor-loading and HVAC), the supplement will not delay any of the original Collocation timelines and will not involve another application fee. If the Supplemental application is submitted more than ten (10) days after Ameritech-Ohio shows MCI the proposed Dedicated Collocation Space, it will be treated as a new application and all applicable fees will apply.
- 16.6.13.2 After MCI takes possession of the Dedicated Collocation Space, if MCI desires to place in the Dedicated Collocation Space any additional equipment not set forth in the Physical Collocation application, MCI shall furnish to Ameritech-Ohio a "Supplemental" Physical Collocation Application. Ameritech-Ohio will thereafter acknowledge receipt of the Supplement and, provided the request is technically feasible, amend the original application accordingly. For minor changes (e.g., that do not increase the requirements for power, floor-loading and HVAC), the supplement will not involve another application fee.
- 16.6.14 Subject to the limitations and restrictions of this Appendix, MCI may place or install in or on the Dedicated Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Collocation Space as described above, in Ameritech-Ohio. Personal property, fixtures and unpowered facilities placed by MCI in the Dedicated Collocation Space shall not become a part of the Dedicated Collocation Space, even if nailed, screwed or otherwise fastened to the Dedicated Collocation Space, but shall retain their status as personal property and may be removed by MCI at any time. Any damage caused to the Dedicated Collocation Space by the removal of such property by MCI shall be repaired at MCI's expense.

- 16.6.15 MCI is solely responsible for the design, engineering, testing, performance, and maintenance of MCI telecom equipment and facilities used by MCI in the Dedicated Collocation Space. Ameritech-Ohio is solely responsible for the design, engineering, testing, performance, and maintenance of the Ameritech-Ohio telecom equipment and facilities used by Ameritech-Ohio outside of the Dedicated Collocation Space. Ameritech-Ohio is solely responsible for the maintenance of MCI's facilities (e.g., cable) outside the Dedicated Collocation Space, but MCI will pay reasonable time and material charges for the maintenance of those facilities. The Parties shall share responsibility for design, engineering, testing, performance, and maintenance of telecom equipment and facilities that are neither solely within or without the Dedicated Collocation Space. MCI may not disassemble, remove or otherwise reconfigure the cage enclosure at any time unless it has been provided by MCI.
- 16.6.16 MCI's placement of connecting transmission facilities within Ameritech-Ohio's Eligible Structure in the Physical Collocation space is subject to reasonable safety limitations. MCI shall not have access to Ameritech-Ohio's Main Distribution Frame and/or Intermediate Distribution Frame. Ameritech-Ohio may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.
- 16.6.17 The Parties will cooperate with each other to determine the location of trouble, and there will be no charges assessed for isolation testing. If either Party requests the other to perform non-standard testing after the trouble has been isolated, standard charges will apply if the trouble is found to be within the area of responsibility of the Party requesting the non-standard test. MCI is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Collocation Space, or to any piece of MCI's telecom equipment, or any other MCI-provided facility or piece of equipment.

17 VIRTUAL COLLOCATION

- 17.1 All sections except Physical Collocation apply to this section.
- 17.2 Application
- 17.2.1 For each Eligible Structure in which MCI desires to virtually collocate equipment, MCI must submit a Virtual Collocation Application.
- 17.2.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of MCI equipment with the required technical information, MCI desires to place in the Virtual Collocation space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, MCI shall furnish to Ameritech-Ohio a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, Ameritech-Ohio may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both Ameritech-Ohio and MCI of a final list and description and receipt by Ameritech-Ohio of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such

requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

- 17.3 In the case of Ameritech-Ohio Virtual Collocation, MCIIm is responsible for engineering and furnishing the virtually collocated equipment. At its option, MCIIm must use either Ameritech-Ohio or Ameritech-Ohio's Approved Vendor to perform the installation of such in the Ameritech-Ohio Eligible Structure. Ameritech-Ohio will exercise physical control over, but not ownership of, the equipment installed by MCIIm in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of MCIIm by Ameritech-Ohio.
 - 17.3.1 Ameritech-Ohio may provide standard equipment bay(s) at MCIIm's request or MCIIm has the option to install their own bay(s) by an Ameritech-Ohio Approved Vendor. Ameritech-Ohio will provide space for the bay(s) in arrangements of 10 sq. ft. or 18 sq. ft.
 - 17.3.1.1 10 sq. ft. bay arrangement cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
 - 17.3.1.2 18 sq. ft. bay arrangements cannot exceed 7'0" high, 36" in width, and up to 36" in depth.
 - 17.3.1.3 Non-standard bay arrangements may be agreed upon by the Parties.
 - 17.3.1.4 Ameritech-Ohio prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress.
 - 17.3.1.5 Upon the agreement of the Parties, when Ameritech-Ohio and MCIIm share a bay arrangement, the bay will be apportioned on a quarter rack basis, and the rate will be reduced proportionately. Where standard bay arrangements are shared with Ameritech-Ohio or another Collocator, the standard bay will be apportioned on a quarter rack basis.
 - 17.3.2 Upon request and after consultation with MCIIm, Ameritech-Ohio will designate floor space for the MCIIm provided storage cabinet.
 - 17.3.2.1 The floor space for the storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".
 - 17.3.2.2 Also available is floor space for a storage cabinet that is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".
 - 17.3.2.3 Non-standard storage cabinet arrangements may be agreed upon by the Parties.
 - 17.3.3 Virtual Collocation is different from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require redesign and retermination of the services to a Physical Collocation arrangement. Any requests to convert requires a new Physical Collocation application be submitted, and the appropriate charges will apply.

- 17.3.4 Ameritech-Ohio will respond to alarms and conduct maintenance and repair activities at the direction of MCIm.
- 17.3.5 Ameritech-Ohio will designate the location or locations for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated space.

17.4 Space Availability

- 17.4.1 Ameritech-Ohio shall be required to provide Virtual Collocation, except at points where Ameritech-Ohio proves to the Commission that Virtual Collocation is not technically feasible. If Virtual Collocation is not technically feasible, (including space limitations) Ameritech-Ohio shall provide other methods of interconnection and access to unbundled Network Elements to the extent technically feasible.
- 17.4.2 An incumbent LEC shall submit to the state commission, subject to any protective order as the state commission may deem necessary, detailed floor plans or diagrams of any premises where the incumbent LEC claims that Virtual Collocation is not practical because of space limitations. These floor plans or diagrams must show what space, if any, the incumbent LEC or any of its Affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation. An incumbent LEC that contends space for Virtual Collocation is not available in an incumbent LEC premises must also allow the requesting carrier to tour the entire premises in question, not only the area in which space was denied, without charge, within ten days of the receipt of the incumbent's denial of space. An incumbent LEC must allow a requesting telecommunications carrier reasonable access to its selected Collocation space during construction. Any Confidential Information disclosed during a tour of the premises shall be treated pursuant to the confidentiality provisions contained in the General Terms and Conditions. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of Ameritech-Ohio's Premises.
- 17.4.3 The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by Ameritech-Ohio. Ameritech-Ohio will notify MCIm within ten (10) days of submission of a completed application for Virtual Collocation by MCIm as to whether its request for space has been denied due to a lack of space.
- 17.4.4 When space for Virtual Collocation in a particular Eligible Structure is not available, Ameritech-Ohio shall place MCIm on the waiting list for Collocation in a particular Eligible Structure according to the date MCIm submitted its application for Virtual Collocation in that Eligible Structure.
- 17.4.5 If Ameritech-Ohio determines that it requires additional information to process MCIm's Virtual Collocation application, Ameritech-Ohio shall advise MCIm in writing within ten (10) calendar days of the completed application and provide MCIm with sufficient detail of the additional information required. To retain its place in line to obtain Virtual Collocation, MCIm must provide the additional information within fifteen (15) business days thereafter.
- 17.4.6 MCIm requested changes (to an existing Virtual Collocation application) in the amount or type of floor space, interconnection terminations or power will be considered a new Supplemental Application and does not change MCIm's position in line though it may extend the construction interval. Minor changes (e.g., that do

not increase the requirements for power, floor-loading and HVAC), will not delay any of the original Collocation timelines and will not involve another application fee.

17.5 MCIIm Responsibilities

17.5.1 MCIIm will provide at its expense the following:

17.5.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).

17.5.1.2 All virtually collocated equipment.

17.5.1.3 Any remote monitoring alarms and control.

17.5.1.4 All initial training as specified below.

17.5.1.5 A storage cabinet or designated shelves, which shall be indicated on the Virtual Collocation application.

17.5.2 Mutually agreed upon visits to the Eligible Structure will be arranged through the LOC as follows and escort charges apply:

17.5.2.1 Once when beginning the initial equipment installation.

17.5.2.2 Once during the middle of the equipment installation.

17.5.2.3 Once at turn-up completion of such equipment installation.

17.5.2.4 One (1) general visit quarterly.

17.5.2.5 Additional mutually agreed upon visits.

17.5.3 Except in emergency situations, these visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described herein. A maximum of two (2) MCIIm representatives per escort may participate in any one (1) of the site visits.

17.5.4 * MCIIm shall equip the bay(s) with sufficient common equipment and cabling for a minimum of quarterly projected growth.

17.5.5 When MCIIm wants to install new equipment in an existing bay, a Collocation augment application is required.

17.5.6 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

17.5.7 MCIIm will be responsible for unused slots of the equipment placed.

17.5.8 After the initial installation, or an Augment, Ameritech-Ohio shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon MCIIm's request. Alternatively, MCIIm may use an Ameritech-Ohio Approved Vendor for installing plug-ins and circuit packs. Access for such services will be arranged by MCIIm by contacting the LOC. The LOC will generate appropriate trouble ticket as described herein for Ameritech-Ohio to perform the installation.

- 17.5.8.1 * In circumstances where shelves only capable of single use plug-ins and/or circuit packs are required, MCIm shall populate the shelf to which the plug-in(s) or circuit pack(s) will be added with sufficient plug-ins and/or circuit packs to meet a minimum of quarterly projected growth.
- 17.5.8.2 Standard offered interval for installation of plug-ins and/or circuit packs that involve no more than plugging in the circuit packs or plug-ins will be performed by Ameritech-Ohio as described below in Priority 4 Tickets.
- 17.5.9 Non-standard interval request for the installation of plug-ins and/or circuit packs performed by Ameritech-Ohio that is less than the minimum standard requirement described herein and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and MCIm. The LOC will generate the appropriate trouble ticket as described herein for Ameritech-Ohio to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by MCIm. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.
- 17.5.10 MCIm must provide, at its expense, any product change notifications or upgrades, replacements for any recalled, obsolete, defective, or damaged equipment, plug-ins, circuit packs, or any other item or material provided by MCIm for placement in/on Ameritech-Ohio's property. This work may be done by Ameritech-Ohio or Ameritech-Ohio's Approved Vendor at MCIm's option. If performed by an Ameritech-Ohio Approved Vendor, then escort charges will apply. MCIm shall provide a stock of such items to Ameritech-Ohio to replace non-functioning items when needed. Ameritech-Ohio shall notify MCIm as it uses packs from the stock so that MCIm may replenish the stock. MCIm will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by Ameritech-Ohio to repair and maintain MCIm's virtually collocated equipment. Ameritech-Ohio shall notify MCIm when any other types of replacement parts or equipment are required. During repair calls, Ameritech-Ohio technician shall confirm to MCIm representative when Ameritech-Ohio has used a circuit pack/plug-in or other types of replacement parts or equipment.
- 17.5.11 MCIm is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at MCIm's expense and their responsibility. Replacements must be delivered to the Eligible Structure.
- 17.5.12 MCIm must provide identification markings on all circuit packs, spares, equipment, bays, and any MCIm owned property provided to Ameritech-Ohio for Virtual Collocation.
- 17.5.13 MCIm will provide at the initial Method and Procedure meeting the following:
 - 17.5.13.1 Escalation documentation.
 - 17.5.13.2 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. MCIm will keep this information current.

- 17.5.13.3 Functional contacts for the Virtual Collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., augments, trouble reports, emergency contact). MCIm will keep this information current.
- 17.5.14 The Parties will identify the training needs of Ameritech-Ohio personnel from the list of equipment provided by MCIm on the Ameritech-Ohio Virtual Application Form. MCIm will be responsible for initial training of Ameritech-Ohio personnel on the repair and maintenance of the MCIm's equipment, unless: (a) the equipment is already used by Ameritech-Ohio in the Eligible Structure; or (b) Ameritech-Ohio technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by Ameritech-Ohio, but MCIm uses the equipment in a different configuration, MCIm will be responsible for any additional initial training required for repair and maintenance of the equipment in the configuration used by MCIm. The Parties will mutually agree on the required number of Ameritech-Ohio personnel to be initially trained. MCIm will be responsible for the following:
 - 17.5.14.1 Arrange and pay to the training supplier, all costs for the initial and additional (if the additional sessions are agreed upon by the parties) training sessions, including required course material, transportation, and lodging.
 - 17.5.14.2 Training may be provided on-site when possible.
- 17.5.15 Ameritech-Ohio will work cooperatively with MCIm to schedule and complete the initial training requirements prior to MCIm's equipment turn-up. When MCIm provides training, Ameritech-Ohio is responsible for employee attendance.
- 17.5.16 Ameritech-Ohio will work cooperatively with MCIm to develop implementation plans including timelines associated with the following:
 - 17.5.16.1 Ameritech-Ohio's placement of MCIm's equipment and facilities into an Ameritech-Ohio Eligible Structure.
 - 17.5.16.2 Location and completion of all splicing.
 - 17.5.16.3 Completion of installation of equipment and facilities.
 - 17.5.16.4 Removal of above facilities and equipment.
- 17.5.17 Ameritech-Ohio shall provide an interconnection point or points, physically accessible by both Ameritech-Ohio and MCIm (typically an Ameritech-Ohio manhole) at which the fiber optic cable carrying MCIm's circuits can enter the Eligible Structure, provided that Ameritech-Ohio will designate interconnection points as close as reasonably possible to the Eligible Structure. MCIm's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by Ameritech-Ohio and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to MCIm's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for MCIm to terminate in their equipment. MCIm shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; Ameritech-Ohio will provide at least two (2) such interconnection points at each Eligible Structure.

- 17.5.17.1 MCIIm is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by Ameritech-Ohio, and for leaving sufficient cable length in order for Ameritech-Ohio to fully extend such MCIIm-provided cable to the vault.
- 17.5.17.2 Ameritech-Ohio will permit interconnection of copper or coaxial cable if first approved by the appropriate State Commission and will permit Collocation of microwave transmission equipment along with the microwave entrance facility except where such Collocation is not practical for technical reasons or because of space limitations, in which case Virtual Collocation of such facilities is required when technically feasible.
- 17.5.18 Ameritech-Ohio will be responsible for determining equipment location within the Eligible Structure and the placement of all cabling between MCIIm's virtually collocated equipment and the appropriate Ameritech-Ohio termination point on a nondiscriminatory or competitively neutral basis.
- 17.5.19 Upon termination of the Virtual Collocation, MCIIm must remove any unused cable from the accessible point outside of the Eligible Structure designated by Ameritech-Ohio. If the entrance cable is not scheduled for removal within a reasonable period of time, Ameritech-Ohio may arrange for the removal, and MCIIm will be responsible for any charges incurred to remove the cable. Ameritech-Ohio and MCIIm will cooperatively manage the removal process. MCIIm is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when Ameritech-Ohio instructs MCIIm such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.
- 17.5.20 MCIIm and Ameritech-Ohio will complete an acceptance walk-through visit of the Virtual Collocation prior to turning the Virtual Collocation over to MCIIm or MCIIm's Ameritech-Ohio Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by Ameritech-Ohio as soon as commercially reasonable. The correction of these exceptions from MCIIm's Virtual Collocation request shall be at Ameritech-Ohio's expense.
- 17.5.21 Prior to scheduled turn-up of the collocated equipment, MCIIm will arrange to deliver to the Eligible Structure any spare plug-ins, or circuit packs. It is MCIIm's responsibility to arrange to place any of the items provided into MCIIm's designated storage cabinet or shelf, if applicable.
- 17.5.22 Once MCIIm's equipment installation is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving MCIIm, its Ameritech-Ohio approved installation contractor, Ameritech-Ohio, and/or Ameritech-Ohio vendor. MCIIm and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, Ameritech-Ohio will work with MCIIm to coordinate testing to minimize the number of visits required by MCIIm and its contractor.
- 17.5.23 Upon successful completion of the testing as described above, MCIIm shall provide Ameritech-Ohio with written notification of acceptance no more than five (5) business days after MCIIm has signed off and accepted the installation of the

virtually collocated equipment. Upon receipt of this written notification, Ameritech-Ohio will begin to maintain and repair the virtual collocated equipment at the direction of the MCIIm.

- 17.5.24 Once the equipment is installed and accepted, MCIIm will either order interconnection or unbundled Network Elements from Ameritech-Ohio to connect to the equipment.

17.6 Repair and Maintenance Of Equipment

- 17.6.1 Except in emergency situations, MCIIm will initiate the repair and maintenance process by contacting Ameritech-Ohio's LOC. In an emergency, Ameritech-Ohio may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to Ameritech-Ohio central offices and Ameritech-Ohio CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of MCIIm by Ameritech-Ohio. Repair, maintenance and testing not caused or necessitated by MCIIm shall be performed by Ameritech-Ohio at no charge to MCIIm. For repair, maintenance and testing caused or necessitated by Ameritech-Ohio or its agents, Ameritech-Ohio shall compensate MCIIm for all costs incurred in assisting in such repair, maintenance and testing. MCIIm time shall be billed on a time and material basis.
- 17.6.2 When initiating repair or maintenance requests of MCIIm provided virtually collocated equipment, MCIIm shall provide the LOC with the following:
- 17.6.2.1 Notification that the purpose of the call is to establish a Virtual Collocation trouble ticket;
 - 17.6.2.2 Ameritech-Ohio Eligible Structure's CLLI, circuit identification and/or telephone number;
 - 17.6.2.3 Location of virtually collocated equipment (bay, frame, shelf, circuit pack, location and type);
 - 17.6.2.4 A detailed description of the trouble;
 - 17.6.2.5 The name and telephone number of MCIIm's employee who will cooperatively test with Ameritech-Ohio at no charge to Ameritech-Ohio.
- 17.6.3 When an Ameritech-Ohio technician calls MCIIm to perform repair/maintenance initiated by a trouble ticket, MCIIm will provide the Ameritech-Ohio technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.
- 17.6.4 Ameritech-Ohio is not obligated to provide any test equipment to support MCIIm's equipment. To the extent that test equipment owned by Ameritech-Ohio is located in the central office with MCIIm's equipment, is compatible with MCIIm's equipment and is not currently being used to repair Ameritech-Ohio owned equipment, Ameritech-Ohio can use this test equipment for test operations directed by MCIIm. Ameritech-Ohio assumes no liability for damage to MCIIm's equipment caused by using Ameritech-Ohio test equipment. Ameritech-Ohio is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on MCIIm's equipment. Ameritech-Ohio is under no obligation

to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by MCI providing test equipment for their exclusive use in maintaining their equipment.

- 17.6.5 When service affecting reports cannot be restored and it is determined support is necessary, MCI or MCI's Ameritech-Ohio Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If Ameritech-Ohio, working with MCI believes that it would be helpful to have MCI on site to aid in troubleshooting, it will so request. Charges for an escort will not apply in either situation.
- 17.6.6 MCI may request Ameritech-Ohio to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on MCI owned equipment, MCI shall provide Ameritech-Ohio with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.
- 17.6.7 For routine maintenance, product upgrades, PCN's, engineering complaints, and generic upgrades, etc., MCI will contact the LOC to arrange access for the Manufacturer or MCI's Ameritech-Ohio Approved Vendor to perform the necessary work and escort charges will apply.
- 17.6.8 Ameritech-Ohio is responsible for maintaining 7 X 24 maintenance and repair schedule for MCI's Virtual Collocation equipment.
- 17.7 Intentionally Omitted
- 17.8 MEAN TIME RESPONSE INTERVAL (MTRI) *
 - 17.8.1 Ameritech-Ohio will be responsible for repairing/maintaining MCI's virtually collocated equipment, at the direction of MCI, with the same diligence it repairs/maintains its own equipment. At a minimum, Ameritech-Ohio agrees to meet service response interval for installation, repair, and/or maintenance as defined below. MCI will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from MCI to the LOC, to the time an Ameritech-Ohio technician notifies MCI's technical support center from the specified trouble location, of MCI's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:
 - 17.8.2 Priority 1 Tickets – The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. for Manned Offices; four (4) hours Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m., Saturday and Sunday. A Priority 1 Ticket is issued for the following reasons:
 - 17.8.2.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

- 17.8.2.2 Telemetry problems causing the loss of surveillance.
- 17.8.2.3 Remote access to the virtually collocated equipment.
- 17.8.3 Priority 2 Tickets – The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:
 - 17.8.3.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by MCI as herein.
- 17.8.4 Priority 3 Tickets – The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 ticket is issued for the following reasons:
 - 17.8.4.1 Minor reports that have been determined not to be an immediate threat to customer service.
- 17.8.5 Priority 4 Tickets – The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:
 - 17.8.5.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described herein. When installation is performed by MCI's Ameritech-Ohio Approved Vendor or Manufacturer, MCI will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless MCI's Ameritech-Ohio Approved Vendor has a current existing Installation Agreement (IA) for the job in a central office. All jobs as described above that are performed by Ameritech-Ohio shall be requested and completed on a case by case basis.
- 17.8.6 Charges to install, repair, maintain and cooperatively test MCI's equipment will be on a time and material basis.

DIRECTORY ASSISTANCE SERVICES

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for MCIIm provided by Ameritech-Ohio.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 1.11 The prices at which Ameritech-Ohio agrees to provide MCIIm with DA Services are contained in Appendix Pricing.

2 SERVICES

- 2.1 Intentionally Omitted.
- 2.2 Intentionally Omitted.
 - 2.2.1 DIRECTORY ASSISTANCE (DA) - Ameritech-Ohio will provide the following Director Assistance listing information: (name, address, and published telephone number or an indication of "non-published status") to MCIIm's end user customers located within Ameritech-Ohio's local or intraLATA operating area.
 - 2.2.1.1 Ameritech-Ohio shall provide to MCIIm customers the capability to dial the same telephone numbers for access to Ameritech-Ohio's Directory Assistance as Ameritech-Ohio customers use to access Ameritech-Ohio Directory Assistance. Access numbers to Ameritech-Ohio's Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.
 - 2.2.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC) - A service in which a local or an intraLATA call to the requested number is completed on behalf of MCIIm's end user customer, utilizing an automated voice system or with operator assistance.

3 DEFINITIONS

- 3.1 The following terms are defined as set forth below:
 - 3.1.1 "Call Branding" - The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.

- 3.1.2 “Customized Routing” – A feature which allows DA traffic originating from MCI’s end user customers to be delivered by Ameritech-Ohio to MCI’s UNE platform.

4 CALL BRANDING

- 4.1 Where not technically feasible or where MCI does not request branding, such calls will be unbranded. Where technically feasible and/or available, Ameritech-Ohio will brand OS at MCI’s request based upon the criteria outlined.
- 4.1.1 Where Ameritech-Ohio provides MCI Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand at MCI’s request. Where Ameritech-Ohio is only providing OS on behalf of MCI, the calls will be branded at MCI’s request. When the same trunk group is used to provide OS and DA services to MCI, calls will be branded at MCI’s request with the same brand. There may be separate brands where separate trunk groups are utilized.
- 4.1.2 Multiple Brands
- 4.1.2.1 Ameritech-Ohio can support multiple brands on a single trunk group for a facilities-based CLEC. All end user customer records for all carriers utilizing the same trunk group are maintained in Ameritech-Ohio’s LIDB.
- 4.1.3 Branding Load Charges
- 4.1.3.1 An initial non-recurring charge applies per brand, per load per Operator assistance switch, for the establishment of MCI specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

5 DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

- 5.1 Upon written request of either Party, the Parties agree to negotiate in good faith, terms and conditions for Rate Reference when Ameritech-Ohio makes the service available in Ohio. If the Parties are unable to reach agreement on such terms and conditions, either Party may utilize the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement.
- 5.2 When an Ameritech-Ohio Operator receives a rate request from a MCI end user customer, Ameritech-Ohio will quote the applicable DA rates as provided by MCI.

6 RESPONSIBILITIES OF THE PARTIES

- 6.1 * MCI agrees that due to customer quality and work force schedule issues, Ameritech-Ohio will be the sole provider of DA Services for MCI’s local serving area(s). In the event that MCI wishes to customize route its DA traffic to its Feature Group D trunks and such routing is not technically feasible in any portion of Ameritech-Ohio’s network, the requirements of this Section 6.1 shall apply only to that traffic that cannot be routed to MCI’s Feature Group D trunks.
- 6.2 MCI will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each Ameritech-Ohio Operator assistance switch. Should MCI seek to obtain interexchange DA Service from

Ameritech-Ohio, MCI is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.2.1 Intentionally Omitted.

- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 MCI will furnish to Ameritech-Ohio a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 MCI will provide Ameritech-Ohio updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 MCI will send the DA listing records to Ameritech-Ohio for inclusion in Ameritech-Ohio DA database via electronic gateway as described in Appendix WP.
- 6.7 MCI agrees that Ameritech-Ohio may utilize MCI's end user customer's listings contained in Ameritech-Ohio Directory Assistance database in providing Ameritech-Ohio Directory Assistance or DA related services.
- 6.8 MCI further agrees that Ameritech-Ohio can release MCI's Directory Assistance listings stored in Ameritech-Ohio Directory Assistance database to competing providers.

7 METHODS AND PRACTICES

- 7.1 Ameritech-Ohio will provide DA Services to MCI's end user customers in accordance with Ameritech-Ohio DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

8 PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

9 LIABILITY

- 9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call Ameritech-Ohio's DA operators.

10 TERM OF APPENDIX

- 10.1 If MCI chooses to use Ameritech-Ohio's DA Services, MCI must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCI may terminate use of Ameritech-Ohio's DA Services upon ninety (90) days advance written notice to Ameritech-Ohio any time after MCI has used such DA Services for the twelve (12) month minimum period.
- 10.2 If MCI terminates use of Ameritech-Ohio's DA Services without complying with Section 10.1 above, MCI shall pay Ameritech-Ohio, within thirty (30) days of the issuance of a

final bill by Ameritech-Ohio, all amounts due for actual services provided under this Appendix. MCI shall also be obligated to pay Ameritech-Ohio for the unexpired portion of any equipment and facilities costs incurred by Ameritech-Ohio to service the portion of the one-year contract that MCI does not use. With respect to labor costs, MCI shall pay for an additional one (1) month of labor charges following the date of any premature cancellation of the one-year contract. In presenting its proposed termination charge to MCI, Ameritech-Ohio shall be required to identify the equipment and facilities, the costs of which it claims to have not recovered, and to quantify the unrecovered portion of such costs. For any claimed labor charge, Ameritech-Ohio shall be required to show MCI the difference in total unit cost with the claimed additional labor included and with it excluded. MCI shall be required to pay that difference for the number of units of DA which it took on average during the previous thirty (30) day period.

Directory Assistance Listing Information (DALI)

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1 INTRODUCTION

- 1.1 Intentionally Omitted.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 The prices at which Ameritech-Ohio agrees to provide MCIIm with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

2 GENERAL TERMS AND CONDITIONS

- 2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain Ameritech-Ohio's database used to provide Directory Assistance: the last name, first name, street number, street name, community, zip code and telephone number of Ameritech-Ohio's telephone exchange service subscribers located in the State of Ohio. DALI shall also include updates. DALI shall also include every name, address, telephone number of listed residential and/or business and government telephone service subscribers located in the State of Ohio and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in Ohio who have not objected to disclosure of such information in accordance with applicable law.
- 2.2 Where technically feasible, Ameritech-Ohio will provide Dialing Parity Directory Listings in Ameritech-Ohio (herein after collectively referred to as DAL):
 - 2.2.1 Ameritech-Ohio owns and maintains the database containing Directory Assistance Listing Information.
 - 2.2.2 Inasmuch as Ameritech-Ohio provides DA service under contract for other Telecommunications Carriers, Ameritech-Ohio's database also contains Directory Assistance Listing Information for other Telecommunication Carriers' end user customers.
 - 2.2.3 Ameritech-Ohio agrees to provide DALI under the following terms and conditions:
 - 2.2.3.1 The data will be received from Ameritech-Ohio via Network Data Mover ("NDM") listed by NPA.
 - 2.2.4 Upon request, but no later than sixty (60) days after receipt of initial load request, Ameritech-Ohio shall provide DALI to MCIIm in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld.
 - 2.2.5 On a daily basis, Ameritech-Ohio shall provide updates. Updates shall be current as of the provision date
 - 2.2.6 *Upon request, Ameritech-Ohio shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

3 NONDISCRIMINATORY ACCESS *

- 3.1 The Parties recognize that DALI must be provided in a nondiscriminatory manner.

4 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

- 4.1 MCIIm may use the Directory Assistance Listing Information provided pursuant to this Appendix for any lawful form of telecommunications service.
- 4.2 * If this Agreement is terminated by MCIIm with the stated intention that no successor agreement will be entered into, MCIIm shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by Ameritech-Ohio, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice that such actions have been performed
- 4.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used in accordance with Applicable Law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in MCIIm's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, MCIIm may verify the listing by matching the caller-provided address with the address in MCIIm's dates. MCIIm may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCIIm can notify the customer that the requested listing is non-published.

5 EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

- 5.1 Ameritech-Ohio shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). Ameritech-Ohio will provide to MCIIm a telephone number that will permit MCIIm to contact Ameritech-Ohio in the event an MCIIm customer ("Calling Party") indicates to MCIIm that he/she must reach an Ameritech-Ohio customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the Ameritech-Ohio DALI database, Ameritech-Ohio will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to Ameritech-Ohio by MCIIm or the contact telephone number of MCIIm.
- 5.1.1 Ameritech-Ohio will only accept calls from employees of MCIIm or its affiliates on behalf of MCIIm's end user customers. Ameritech-Ohio will not accept calls from MCIIm's end user customers.
- 5.2 MCIIm shall only utilize the Non-Pub ENS in the event a Calling Party indicates to MCIIm that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall MCIIm use the Non-Pub ENS for non-emergency situations.

- 5.3 MCI's representative shall provide to Ameritech-Ohio (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.
- 5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), Ameritech-Ohio will wait approximately thirty (30) minutes and make a second call attempt. If Ameritech-Ohio's second call attempt is unsuccessful, Ameritech-Ohio will promptly call MCI and inform MCI of its inability to reach the Non-Published Customer.
- 5.5 If the Non-Published Customer does not answer but Ameritech-Ohio reaches such Non-Published Customer's answering machine or voice mail service, Ameritech-Ohio will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to Ameritech-Ohio by MCI or the contact telephone number of MCI. Ameritech-Ohio will promptly call MCI and inform MCI that Ameritech-Ohio left a message for the Non-Published Customer.
- 5.6 Under no circumstances will Ameritech-Ohio release Non-Published telephone numbers to an MCI employee or end user customer.
- 5.7 * Ameritech-Ohio shall provide Non-Pub ENS to MCI at no charge.

6 PRICING

- 6.1 Rates for DALI are contained in Appendix Pricing.

7 ASSIGNMENT

- 7.1 MCI may use the Directory Assistance Listing Information licensed and provided pursuant to this Appendix in compliance with all Applicable Laws, regulations and rules including any subsequent decision by the FCC or a court regarding the use of DALI.

8 LIABILITY

- 8.1 Intentionally Omitted.
- 8.2 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

911

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by Ameritech-Ohio to MCIIm.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 The prices at which Ameritech-Ohio agrees to provide MCIIm with E911 Service are contained in the applicable Appendix Pricing.

2 DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 “Automatic Location Identification” or “ALI” means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 Intentionally Omitted.
- 2.4 “Company Identifier” or “Company ID” means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 “Database Management System” or “DBMS” means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 “E911 Customer” means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 “E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service” means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 “Emergency Services” means police, fire, ambulance, rescue, and medical services.

- 2.9 “Emergency Service Number” or “ESN” means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.10 “MSAG” means Master Street Address Guide: MSAG contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.
- 2.11 “National Emergency Number Association” or “NENA” means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 “Selective Routing” and “Selective Router” or “SR” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3 BASIC 911 AND E911 GENERAL REQUIREMENTS

- 3.1 When Ameritech-Ohio is the 911service provider, Ameritech-Ohio shall provide MCIIm with access to and service for 911 and E911.
- 3.2 Basic 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate emergency service bureau.
- 3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DMS to determine to which PSAP to route the call.
- 3.4 Basic 911 and E911 database service provided to MCIIm will be at Parity with the 911 and E911 service that Ameritech-Ohio provides to itself and others.
- 3.5 Upon written request, Ameritech-Ohio shall provide to MCIIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.6 Ameritech-Ohio and MCIIm shall comply with all Applicable Laws concerning 911/E911 services.
- 3.7 Ameritech-Ohio shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when Ameritech-Ohio is the 911 Service Provider. Ameritech-Ohio shall provide 911 Service to MCIIm as

described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and Ameritech-Ohio is the 911 Service Provider.

- 3.8 Where Ameritech-Ohio has obligations under existing agreements as the 911 Service Provider of the 911/E911 system to a county, municipality, or state, MCI shall participate in the provision of such system as follows:
 - 3.8.1 Each Party shall be responsible for those portions of the 911/E911 system for which it has control, including any necessary maintenance to its portion of such system.
 - 3.8.2 MCI and Ameritech-Ohio recognize that when Ameritech-Ohio is the 911/E911 service provider, Ameritech-Ohio has a responsibility of maintaining and storing MCI's end user 911/E911 records in the DBMS. MCI, or its representative will electronically provide its access line customer records to Ameritech-Ohio.
- 3.9 MCI may verify the accuracy of information regarding MCI customers in the 911/E911 DBMS using methods and procedures mutually agreed to by the Parties.
- 3.10 Ameritech-Ohio will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by MCI, Ameritech-Ohio will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by MCI, but no ANI record is found in the E911 DBMS, Ameritech-Ohio will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 3.11 Call Routing
 - 3.12.1 Where Ameritech-Ohio is the 911 Service Provider, Ameritech-Ohio will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system.
 - 3.12.2 Ameritech-Ohio will switch 911 calls through the SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.

4 BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

- 4.1 Where Ameritech-Ohio is the 911/E911 Service Provider, Ameritech-Ohio shall cooperate with MCI to ensure that 911/E911 service is fully available to all MCI end user customers whose telephone numbers have been ported from Ameritech-Ohio. Ameritech-Ohio shall provide the necessary functionality for MCI to update the 911/E911 database with customer information for lines that have been ported.

- 4.2 Ameritech-Ohio shall notify MCI 48 hours in advance of any scheduled testing or maintenance affecting MCI 911/E911 service. Ameritech-Ohio shall provide notification as soon as possible of any unscheduled outage affecting MCI 911/E911 service. Ameritech-Ohio shall notify MCI of major network changes impacting MCI as soon as Ameritech-Ohio is aware of such changes.
- 4.3 Ameritech-Ohio shall provide MCI with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 service and shall also provide escalation contacts.
- 4.4 Ameritech-Ohio shall provide to MCI sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.
- 4.5 Where Ameritech-Ohio manages the 911/E911 database, Ameritech-Ohio shall provide MCI with notification of any pending selective router moves at least thirty (30) days in advance.
- 4.6 Ameritech-Ohio shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.
- 4.7 Where Ameritech-Ohio is the 911/E911 Service Provider (primary provider of the 911/E911 system to a county, municipality or state), Ameritech-Ohio shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

5 BASIC 911 AND E911 DATABASE REQUIREMENTS

- 5.1 When Ameritech-Ohio is the 911/E911 Service Provider, Ameritech-Ohio manages the DBMS. The interface to the DBMS database must meet all applicable standards.
- 5.2 Where Ameritech-Ohio is the 911/E911 Service Provider and manages the E911 database, Ameritech-Ohio shall store MCI's end user customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCI's end user customers served by MCI's exchange(s)] in the electronic data processing database for the E911 DBMS. MCI or its representative(s) is responsible for electronically providing end user customer 911 Records and updating this information.
 - 5.2.1 MCI shall adopt use of Company ID on all CLEC end user 911/E911 record in accordance with NENA standards. The Company ID will identify the carrier of record facility configurations.
- 5.3 Ameritech-Ohio shall coordinate access to the Ameritech-Ohio E911 DBMS for the initial loading and updating of MCI end user customer 911 Records. Ameritech-Ohio shall provide MCI a data link to the ALI/DMS database or permit MCI to provide its own data link to the ALI Gateway which interfaces to the ALI/DMS database. MCI or its agent shall provide initial and on going updates of MCI's end user 911/E911 records that are MSAG – valid in electronic format based upon established NENA standards. Ameritech-Ohio shall provide error reports from the ALI/DMS database to MCI in accordance with NENA standards after MCI inputs information into the ALI/DMS database. However, as custodian of the data, Ameritech-Ohio must exercise reasonable care of the data.

- 5.4 Ameritech-Ohio 's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 5.5 Ameritech-Ohio will update MCI's end user customer 911 Records in the E911 DBMS. Ameritech-Ohio will then provide MCI an error and status report. Ameritech-Ohio and MCI shall arrange for the automated input and periodic updating of 911/E911 database information related to MCI's customers.
- 5.6 Ameritech-Ohio shall update the database within two (2) business days after receiving the data from MCI.
- 5.7 If Ameritech-Ohio detects an error in the MCI provided data, the data shall be returned to MCI within two (2) business days after it was provided to Ameritech-Ohio. MCI shall respond to requests from Ameritech-Ohio to make corrections to database record errors by uploading corrected records within two (2) business days.
- 5.8 Manual entry shall be allowed only in the event that the system is not functioning properly.
- 5.9 MCI's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and selective router databases will be subsequently updated via the DBMS once MCI's end user customer records are updated in the DBMS. The DBMS will send completion information back to the electronic interface for retrieval by MCI.
- 5.10 Ameritech-Ohio agrees to work expeditiously to correct any internal processing errors between the DBMS, selective router and ALI databases.
- 5.11 Ameritech-Ohio agrees to treat all data on MCI's customers provided under this Attachment as strictly confidential and to use data on MCI's customers only for the purpose of providing 911/E911 services.
- 5.12 Where MCI is authorized to provide local telephone exchange service, Ameritech-Ohio shall identify which ALI databases cover which states, counties, or parts thereof, and identify and communicate a point of contact for each.
- 5.13 When Ameritech-Ohio is MCI's 911/E911 Service Provider, Ameritech will provide notification when MCI's records have been entered in the DBMS and selective router databases.
- 5.14 ALI discrepancy reports shall be jointly researched by Ameritech-Ohio and MCI. The responsible Party shall take immediate corrective action.
- 5.15 Ameritech-Ohio shall provide MCI with a file containing the Master Street Address Guide (MSAG) for MCI's respective exchanges or communities within a timely manner but no more than twenty (20) days after MCI requests. The MSAG will be provided on a routine basis but only for those areas where MCI is authorized to do business as a local exchange service provider and Ameritech-Ohio is the 911/E911 Service Provider. The MSAG will be provided on an agreed upon format.
- 5.16 Where Ameritech-Ohio manages the DBMS, Ameritech-Ohio shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

6 MCIm RESPONSIBILITIES

6.1 Database

6.1.1 MCIm is responsible for providing Ameritech-Ohio updates to the ALI database; in addition, MCIm is responsible for maintaining the accuracy and content of that data as delivered.

6.1.2 The Parties shall be jointly responsible for providing test records and conducting call-through testing on all new exchanges.

6.2 Other

6.2.2 MCIm is responsible for collecting from its end user customers and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or end user customers by any municipality or other governmental entity within whose boundaries MCIm provides local exchange service.

7 METHODS AND PRACTICES

7.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations; (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

7.2 Ameritech-Ohio will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the end user customer's End Office Switch to Ameritech-Ohio's Selective Routing. Ameritech-Ohio will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined herein.

8 CONTINGENCY

8.1 The terms and conditions of this Appendix represent a negotiated plan for CLECs not currently providing E911 Service.

8.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by Ameritech-Ohio and MCIm. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. MCIm shall complete its portion of Exhibit I and submit it to Ameritech-Ohio not later than forty-five (45) days prior to the passing of live traffic. Ameritech-Ohio shall complete its portion of Exhibit I and return Exhibit I to MCIm not later than thirty (30) days prior to the passing of live traffic.

8.3 MCIm must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which MCIm's end user customers are located. MCIm shall provide documentation of all requisite approval(s) to Ameritech-Ohio prior to use of MCIm's E911 connection for actual emergency calls.

8.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the

geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. MCI must obtain approval of each additional Exhibit I, as set forth herein, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with herein.

- 8.5 In Ameritech-Ohio, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced herein.

9 BASIS OF COMPENSATION

- 9.1 Rates for access to E911 Services are set forth in Ameritech-Ohio's Appendix Pricing.

- 9.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

10 LIABILITY

- 10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 services will be provided in accordance with applicable requirements of Sections 4931.40 through 4931.54 of the Ohio Revised Code.

INWARD OPERATOR ASSISTANCE SERVICE (INW)

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Operator Assistance Services provided by Ameritech-Ohio to MCIIm.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 The prices at which Ameritech-Ohio agrees to provide MCIIm Inward Assistance Operator Services are contained in the Appendix Pricing

2 SERVICES

- 2.1 Where technically feasible and available, Ameritech-Ohio's Inward Operator Assistance will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the Inward Code:
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLVI) service.
- 2.2 Inward Assistance Operator Service is an optional service and is applicable when MCIIm is not purchasing Ameritech-Ohio's Operator Services.

3 DEFINITIONS

- 3.1 "General Assistance" - A service in which an operator calls the Inward Operator Assistance seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

4 RESPONSIBILITIES OF THE PARTIES

- 4.1 If MCIIm decides to order this optional service, it is the responsibility of MCIIm to order the necessary facilities to interconnect with Ameritech-Ohio's Operator assistance switches in the various locations throughout the Ameritech-Ohio territory.
- 4.2 Initial and/or additional Interconnection Trunking Requirements for INW are described in Appendix NIM.
- 4.3 MCIIm will furnish request for service in writing to Ameritech-Ohio, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by Ameritech-Ohio.
- 4.4 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation

if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

- 4.5 Ameritech-Ohio - When utilizing the services of MCI Inward Assistance, Ameritech-Ohio and MCI agree that Ameritech-Ohio will pay MCI at the same rate MCI compensates Ameritech-Ohio pursuant to the terms of this Appendix.
- 4.6 Intentionally Omitted.
- 4.7 Ameritech-Ohio shall offer operator-to-operator BLV/BLVI to MCI on a nondiscriminatory basis.

5 TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by MCI Operators for routing and connecting to the Ameritech-Ohio Operator assistance switches. These codes are specific to the various Ameritech-Ohio LATA's where Ameritech-Ohio Operator assistance switches are located.
- 5.2 Ameritech-Ohio Operator Services will require a Toll Center Code for the MCI Operator Services assistance switch. This code will be the routing code used for connecting the Ameritech-Ohio Operator to the MCI Operator on an Inward basis.
- 5.3 If MCI requires establishment of a new Toll Center Code, MCI shall do so by referencing the Local Exchange Routing Guide (LERG).

6 PRICING

- 6.1 Ameritech-Ohio - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing.

7 MONTHLY BILLING

- 7.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions and the Invoicing Appendix of this Agreement.
- 7.2 Ameritech-Ohio will accumulate and provide MCI such data as necessary for MCI to bill its end user customers.

8 LIABILITY

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

9 TERM OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months.
- 9.2 If MCI terminates this Appendix prior to the expiration of the term of this Appendix, MCI shall pay Ameritech-Ohio, within thirty (30) days of the issuance of any bills by Ameritech-Ohio, all amounts due (subject to Appendix Invoicing) for actual services provided under this Appendix.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

NETWORK

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This Appendix Network sets forth the terms and conditions for (1) Network Interconnection Methods (as set forth in sections 1 – 6) and (2) Interconnection Trunking Requirements (as set forth in sections 7 – 21) between the Parties' networks. For the purposes of this Appendix, "facilities" are the conduits by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks. The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated June 11, 2001 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (February 1, 2001 through May 31, 2004, unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Network. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix will be governed by the provisions of the Reciprocal Compensation Amendment. The Parties further agree that, not less than six (6) months prior to the expiration of the term of the Reciprocal Compensation Amendment, they will commence good faith negotiations for successor terms and conditions to those provisions of the Reciprocal Compensation Amendment falling within the scope of this Appendix Network. The Parties agree that any failure to agree on such successor provisions shall be subject to the dispute resolution procedures.

1 NETWORK INTERCONNECTION METHODS

- 1.1 Upon request by MCI, Ameritech-Ohio shall provide Interconnection for the facilities and equipment of MCI with Ameritech-Ohio's network for the transmission and routing of Telephone Exchange Service and Exchange Access at any technically feasible point within Ameritech-Ohio's network. The Interconnection must be at least equal in quality to that provided by Ameritech-Ohio to itself or to any subsidiary, Affiliate, or any third Party to which Ameritech-Ohio provides Interconnection. Ameritech-Ohio shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.
- 1.2 The Parties shall provide Interconnection at any technically feasible point, by any technically feasible means, including, but not limited to, a Fiber Meet.
- 1.3 If MCI determines to establish new or change existing Interconnection arrangements with Ameritech-Ohio, it will provide written notice of the need to establish or change such Interconnection to Ameritech-Ohio. Upon receipt of MCI's notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection Activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.
- 1.4 If Ameritech-Ohio deploys additional Tandems and/or End Office switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such LATA, the Parties will work cooperatively to establish such Interconnection.
- 1.5 Ameritech-Ohio's network is partly comprised of End Office switches, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. Ameritech-Ohio's network architecture in any given LATA can vary markedly from another LATA. MCI and Ameritech-Ohio agree to trunk their networks through existing and/or new Interconnection facilities between MCI switch(es) and Ameritech-Ohio End Office(s) and/or Tandem switch(es).

- 1.6 The physical architecture plan will, at a minimum, include the location of MCI's switch(es) and Ameritech-Ohio's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities.
- 1.7 Intentionally Omitted.
- 1.8 The Parties will designate Points of Interconnection demarcating the Parties' networks for purposes of maintenance and provisioning. Ameritech-Ohio will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. MCI will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

2 PHYSICAL ARCHITECTURE

- 2.1 The Parties agree that the target Interconnection architecture is a Fiber Meet as defined in this Appendix. This architecture is to be negotiated for each switch in a LATA, with the goal between the Parties to have equal investment and to create a shared value facility. However, the Parties recognize that embedded Interconnection facilities exist in many locations with various architectures in various states of utilization. The Parties agree that on a going forward basis, the target architecture will be implemented to create shared value facilities that provide equal investment, unless otherwise agreed. These facilities are for the provisioning of local/IntraLATA and InterLATA Interconnection trunks, as well as miscellaneous trunks such as 911, HVC, and OS/DA trunks, where appropriate. In existing LATA that do not utilize a mid-span fiber meet, the Parties will negotiate in each LATA the most appropriate and efficient transition to the desired architecture, or alternate architecture that captures the concept of equal investment and shared value. Within thirty (30) days of a request by either Party, the Parties will meet to discuss the transition plan.
- 2.2 As noted above, the Fiber Meet is the target architecture, except in scenarios where it is not feasible or agreed upon. Exceptions to the target architecture may include scenarios where embedded investment is sufficient to meet forecasted needs for a particular location.
- 2.3 "Points of Interconnection" or "POI" means a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.
- 2.4 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each LATA, include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POI is based on the network architecture existing at the time the POI is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POI. The mutually agreed to POI will be documented and distributed to both Parties.
- 2.5 Each Party is responsible for the facilities to its side of the POI and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI. At least one POI must be established within the LATA where Ameritech-Ohio operates as an incumbent LEC and MCI has a local switch and end user customers in that area.
- 2.6 Intentionally Omitted.

- 2.7 MCIIm is responsible for the facilities that carry OS/DA, 911 or mass calling.

3 METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

- 3.1.1 When MCIIm provides their own facilities or uses the facilities of a third Party to a Ameritech-Ohio Tandem or End Office and wishes to place their own transport terminating equipment at that location, MCIIm may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

- 3.2.1 When MCIIm provides their own facilities or uses the facilities of a third Party to a Ameritech-Ohio Tandem or End Office and wishes for Ameritech-Ohio to place transport terminating equipment at that location on MCIIm's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable state tariff. Virtual Collocation allows MCIIm to choose the equipment vendor and does not require that MCIIm be Physically Collocated.

4 LEASING OF FACILITIES

- 4.1 The purpose of this section is to cover both MCIIm's and Ameritech-Ohio's terms and conditions and pricing when facilities are leased from each other for purposes of Interconnection. Ameritech-Ohio offers leased facilities from the applicable Access Tariff.
- 4.2 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 4.3 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

5 OTHER INTERCONNECTION METHODS

Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

5.1 Fiber Meet

- 5.1.1 Fiber Meet is the preferred network Interconnection method. In addition, the Parties further agree that the design option described in section 5.1.4.3 is the preferred fiber meet design. The Parties may mutually agree to other design options. Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described in section 5.1.4.3. Only Interconnection trunks (e.g. not FGD traffic) shall be provisioned over this facility. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

5.1.2 Intentionally Omitted.

- 5.1.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for

such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

- 5.1.4 The Parties will mutually agree on the minimum data rate hand off of the SONET transmission system and it will be determined during implementation meetings. The Parties may agree to an initial minimum deployment of facilities at the OC48 level.
 - 5.1.4.1 Ameritech-Ohio shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each Ameritech-Ohio Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all trunk groups in accordance with the requirements of this Appendix.
 - 5.1.4.2 MCI shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCI Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all trunk groups in accordance with the requirements of this Appendix.
 - 5.1.4.3 Design Option 1: Both MCI and Ameritech-Ohio each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. Ameritech-Ohio will provide the fibers associated with the "working" side of the system. MCI will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system with 1+1 protection. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the Ameritech-Ohio location.
- 5.1.5 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing sources, which are not derived from the other, and meet the criteria identified above.
- 5.1.6 Each Party shall use its best efforts and cooperate with the other to ensure that fiber received from the other Party will enter the Party's Wire Center through a POI separate from that which the Party's own fiber exited. Both Parties shall research the fiber routes to ensure diversity and discuss at the joint planning meetings.

6 SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES

- 6.1 The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements.
- 6.2 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and

forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.

- 6.3 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall begin discussion to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 6.4 Except in those cases where a Party may lease Interconnection facilities from the other, there will be no facility compensation between the Parties for use of the Interconnection facilities. Reciprocal compensation is addressed separately in Appendix Reciprocal Compensation.

7 INTERCONNECTION TRUNKING ARRANGEMENTS

7.1 General

- 7.1.1 The Parties will establish trunk groups to exchange combined local, intraLATA toll, and transit traffic (referred to in this Appendix Network Interconnection as "Local Interconnection Trunk Groups").
- 7.1.2 The Parties will establish other Interconnection trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point, 911, Operator Services and Directory Assistance.
- 7.1.3 Either Party may order and establish Interconnection trunk groups in addition to the initial combinations described above.
- 7.1.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.
- 7.1.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, etc.) destined for each other over the Local Interconnection Trunk Groups, the Parties shall deliver the traffic in accordance with the serving arrangements defined in the LERG.
- 7.1.6 N11 codes (e.g., 311, 411, 611, & 911) will not be sent between MCI's and Ameritech-Ohio's network over Local Interconnection Trunk Groups.

8 TANDEM TRUNKING

- 8.1 Ameritech-Ohio deploys in its network Tandems that switch local only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition, Ameritech-Ohio deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to end user customers.
- 8.2 Tandem Level Terminating Access. MCI may elect Tandem Level Terminating Access with Ameritech-Ohio. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to each Ameritech-Ohio Access Tandem in a LATA in which MCI originates Local Interconnection traffic and interconnects with Ameritech-Ohio.

- 8.2.1 Intentionally Omitted.
- 8.2.2 Intentionally Omitted.
- 8.2.3 Intentionally Omitted.
 - 8.2.3.1 Intentionally Omitted.
 - 8.2.3.2 Intentionally Omitted.
 - 8.2.3.3 End Office Trunk Groups
 - 8.2.3.3.1 Direct End Office trunks terminate traffic from a MCI^m switch to an Ameritech-Ohio End Office and are not switched at a Tandem location. The Parties shall establish a direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternately routed to the appropriate Tandem unless the End Office doesn't subtend any tandem. All traffic received by Ameritech-Ohio on the Direct End Office trunk group from MCI^m must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.
- 8.3 In addition to the Interconnection trunking arrangements described above, either Party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host or the remote, if technically feasible.
- 8.4 The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing one-way trunking architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Fiber Meet architecture. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties agree to develop a cutover plan and project manage the cutovers.
- 8.5 Technical Interfaces
 - 8.5.1 When interconnecting at Ameritech-Ohio's switches, the Parties have a preference for use of B8ZS ESF one-way or two-way trunks for all traffic between their networks. Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
 - 8.5.2 The Parties agree to provide trunking electrical handoffs of DS1 or DS3 and at optical handoffs of Ocn levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, Ameritech-Ohio will provide any multiplexing required for DS1 facilities or trunking at their end and MCI^m will provide any DS1 multiplexing required for facilities or trunking at their end.

9 MEET POINT TRUNKING ARRANGEMENTS

- 9.1 InterLATA trunk groups will utilize SS7 signaling, except Multi-Frequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 9.2 Intentionally Omitted.
- 9.3 Meet Point Interconnection Trunk Groups will be established between MCI's Switch and Ameritech-Ohio's Access or combined Local Access Tandem to transport InterLATA traffic separate from local and IntraLATA toll traffic. The Parties will establish separate trunk groups to each Ameritech-Ohio Access Tandem under which MCI's NXXs home using DS-1 or DS-3 facilities separate from those used for Local Interconnection Trunk Groups.
- 9.4 When Ameritech-Ohio has more than one (1) Access Tandem in a LATA, MCI may utilize a single InterLATA trunk group to the Ameritech-Ohio Access Tandem as agreed to by the Parties. If the Access Tandems are in two (2) different states, MCI shall establish an InterLATA trunk group with one (1) Access Tandem in each state.
- 9.5 Ameritech-Ohio will not block switched access customer traffic delivered to the Ameritech-Ohio Tandem for completion on MCI's network. In no event will Ameritech-Ohio be required to route such traffic through more than one Tandem for connection to/from switched access customers. Ameritech-Ohio shall have no responsibility to ensure that any switched access customer will accept traffic that MCI directs to the switched access customer. Ameritech-Ohio also agrees to furnish MCI, upon request, a list of those IXCs which also interconnect with Ameritech-Ohio's Access Tandem(s).
- 9.6 Toll Free Trunking Arrangements
- 9.6.1 * MCI may handle its own 800/8YY database queries from its switch. If so, MCI will determine the nature (local/IntraLATA/InterLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCI will route the post-query local or IntraLATA converted ten-digit local number to Ameritech-Ohio over the local or IntraLATA trunk group. In such case, MCI is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCI will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to Ameritech-Ohio's Access Tandem. Calls will be routed to Ameritech-Ohio over the local/IntraLATA and InterLATA trunk groups within the LATA in which the calls originate.
- 9.6.2 All post queried Ameritech-Ohio carried IntraLATA Toll Free Service calls must be delivered over a Local/IntraLATA Trunk Group. Current technology dictates that post queried Ameritech-Ohio carried IntraLATA Toll Free Service calls will be identified with the appropriate Carrier Code and the local POTS number. In such case, MCI is to provide a Toll Free billing record when appropriate.
- 9.6.3 In the alternative, all originating Toll Free Service calls for which MCI requests that Ameritech-Ohio perform the "SSP" function, with the exception of Ameritech-Ohio carried IntraLATA Toll Free Service calls, must be delivered over a Meet Point Trunk Group. MCI will send the unqueried call over the Meet Point Trunk Group with the "CIC" for Ameritech-Ohio to perform query and hand off to appropriate 800 service provider.

- 9.6.4 All post queried Ameritech-Ohio carried IntraLATA Toll Free Service calls for which MCIIm requests that Ameritech-Ohio perform the "SSP" function must be delivered over a Local/IntraLATA Trunk Group.

10 911 TRUNKING ARRANGEMENTS

- 10.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCIIm's systems to Ameritech-Ohio's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which Ameritech-Ohio provides to itself, its Customers, subsidiaries, Affiliates or any third-party.
- 10.2 MCIIm, with Ameritech-Ohio's cooperation shall establish a minimum of two dedicated trunks from MCIIm's Central Office to each Ameritech-Ohio 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCIIm provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups"). Facilities/Trunks will be provided based on the prices in the Pricing Appendix.
- 10.3 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIIm may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
- 10.4 This paragraph applies to trunking from the selective router to the PSAP. Where diverse routes are available, Ameritech-Ohio shall assign 911 Interconnection trunks on diverse interoffice facilities, and such trunking must be arranged to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures. Circuits must have interoffice, loop and carrier system diversity when this diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available carrier systems. Ameritech-Ohio shall periodically review the circuit design to ensure that the diverse routing is maintained and rectify any diversity violations.
- 10.5 MCIIm will be responsible for providing a separate 9-1-1 trunk group for each county or geographic area that it serves if such county or geographic area has a separate default routing condition. In addition, only one (1) NPA of traffic may be transmitted over a single 9-1-1 trunk group.
- 10.6 MCIIm shall provide sufficient facilities/trunks to route MCIIm originating 9-1-1 calls to the 9-1-1 tandem. MCIIm is responsible to request facilities routed diversely for 9-1-1 Interconnection.
- 10.7 MCIIm will be responsible for determining the proper quantity of facilities/trunks from its switch(es) to the ILEC 9-1-1 Selective Router Office(s).
- 10.8 MCIIm shall monitor the 9-1-1 trunks for the purpose of determining originating network traffic volumes. If the traffic study indicates that additional trunks are needed to meet the current level of 9-1-1 call volumes, MCIIm shall request additional trunks from Ameritech-Ohio.
- 10.9 MCIIm will cooperate with Ameritech-Ohio to promptly test all 9-1-1 trunks and facilities between MCIIm's network and Ameritech-Ohio's 9-1-1 Selective Router to assure proper

functioning of 9-1-1 service. MCIIm will not turn-up live 9-1-1 traffic until successful testing is completed by both Parties.

- 10.10 MCIIm acknowledges that its end user customers in a single local calling scope may be served by different selective routers and MCIIm shall be responsible for providing facilities to route calls from its end user customers to the proper E911 selective routers.
- 10.11 MCIIm is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIIm's demarcation (for example, Collocation). Ameritech-Ohio will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, Collocation). MCIIm is responsible for advising Ameritech-Ohio of the circuit identification and the fact that the circuit is a 911 circuit when notifying Ameritech-Ohio of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outages. Ameritech-Ohio will refer network trouble to MCIIm if no defect is found in Ameritech-Ohio's 911 network. The Parties agree that 911 network problems resolution will be managed expeditiously at all times.

11 HIGH VOLUME CALLING TRUNK GROUPS

- 11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.
- 11.2 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. MCIIm will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 11.3 It is recommended that this group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

- 11.4 If MCIIm should acquire a HVCI/Mass Calling customer, i.e. a radio station, MCIIm shall notify Ameritech-Ohio of the need to establish a one-way outgoing SS7 or MF trunk

group from the Ameritech-Ohio HVCI/Mass Calling Serving Office to the CLEC customer's serving office and Ameritech-Ohio shall establish this trunk group.

- 11.5 If MCIIm finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, MCIIm may request a meeting to coordinate with Ameritech-Ohio the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that MCIIm establishes a new choke NXX, MCIIm must notify Ameritech-Ohio a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. Ameritech-Ohio will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the Ameritech-Ohio Public Response HVCI/Mass Calling Network Access Tandem to MCIIm's choke serving office.
- 11.6 Where Ameritech-Ohio and MCIIm both provide HVCI/Mass Calling trunking, both Parties' trunks may ride the same DS-1. MF or SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

12 OPERATOR SERVICES TRUNKING ARRANGEMENTS

- 12.1 If Ameritech-Ohio agrees through a separate appendix or contract to provide Operator Services for MCIIm the following trunk groups are required:
 - 12.1.1 Where MCIIm purchases Operator Services from Ameritech-Ohio, the Parties will establish separate trunk groups from MCIIm's Switch to Ameritech-Ohio operator switch ("Operator Services Trunk Groups").
 - 12.1.2 When Ameritech-Ohio's operator is under contract to provide Busy Line Verification/Emergency Interrupt service to MCIIm's end user customer, Ameritech-Ohio will utilize a separate one-way trunk group using MF signaling, from Ameritech-Ohio's Operator Services Tandem to MCIIm's Switch.
- 12.2 MCIIm will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the Ameritech-Ohio Operator assistance switch utilizing MF signaling. Likewise, Ameritech-Ohio will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to MCIIm's designated Operator assistance switch.
 - 12.2.1 MCIIm will furnish request for service in writing to Ameritech-Ohio, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by Ameritech-Ohio. MCIIm or its designated operator services providers shall submit Access Service Requests (ASRs) to Ameritech-Ohio to establish any new Interconnection trunking arrangements.

13 DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS

- 13.1 MCIIm may contract for DA services only. A segregated trunk group for these services will be required to the appropriate Ameritech-Ohio Operator Services Tandem in the LATA for the NPA MCIIm wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)).

14 SIGNALING

- 14.1 Unless otherwise indicated in this Agreement or, agreed upon by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394,

including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. Either Party may establish CCS Interconnections either directly or through a third party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. All CCS signaling parameters will be provided, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. All privacy indicators will be honored.

- 14.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), (CCS Platform) and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.
- 14.3 Transit Signaling. Any signaling information which is received by Ameritech-Ohio from transiting traffic shall be forwarded to MCI. Ameritech-Ohio will not be liable for any CPN that is not passed from another carrier.

15 REPORTING

- 15.1 Ameritech-Ohio shall provide facility and trunking utilization reports specific to MCI / Ameritech-Ohio's Interconnection trunk groups of the same kind and type that Ameritech-Ohio provides to itself or other CLECs.
- 15.2 Ameritech-Ohio shall provide any reports required in Appendix Performance Measurements, as required by that Appendix.
- 15.3 Ameritech-Ohio shall report any other information, which might adversely impact its Interconnection with MCI as soon as it becomes aware of this information.

16 FORECASTING

- 16.1 MCI agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. Ameritech-Ohio shall review this forecast and if it has any additional information that will change the forecast shall provide this information to MCI. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1, in order to be considered in the semi-annual publication of the Ameritech-Ohio General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG).
- 16.2 Ameritech-Ohio shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.

- 16.4 The semi-annual forecasts shall include:
- 16.4.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
 - 16.4.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 16.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.
- 16.6 MCI and Ameritech-Ohio will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

17 TRUNK DESIGN BLOCKING CRITERIA

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

TABLE 1

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

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

18 TRUNK SERVICING

- 18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of MCI.
- 18.2 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.
- 18.3 * Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent for a twenty (20) business day average load. The Parties agree that twenty (20) business days is the average load duration objective. However, a average load on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCI will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. In Ameritech-Ohio where one-way trunks are used (as discussed above), Ameritech-Ohio will issue ASRs for trunk groups for traffic that originates in Ameritech-Ohio and terminates to MCI. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.
- 18.5 Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. MCI's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups.
- 18.6 In A Blocking Situation:
 - 18.6.1 In a blocking final situation, a TGSR will be issued to Ameritech-Ohio when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. MCI will note "Service Affecting" on the ASR.
- 18.7 In An Under Utilization Situation:
 - 18.7.1 Those situations where more capacity exists than actual usage requires will be handled in the following manner:
 - 18.7.1.1 * If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for six (6) consecutive months, either Party may issue an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
 - 18.7.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days.

- 18.7.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the ten (10) business days. The Parties will meet to resolve and mutually agree to the handling of the TGSR.
- 18.7.1.4 If the sending Party does not receive an ASR, or if the receiving Party does not respond to the TGSR by scheduling a joint discussion within the ten (10) business day period, the sending Party will attempt to contact the receiving Party to schedule a joint planning discussion. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.
- 18.8 In all cases except a blocking or under utilization situation, either Party upon receipt and review of a TGSR will issue an ASR to the other Party:
 - 18.8.1 Within ten (10) business days after receipt of the TGSR.
 - 18.8.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for Ameritech-Ohio Switched Access service.
 - 18.8.3 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the Ameritech-Ohio Intrastate Switched Access intervals. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, MCIIm will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If either Party requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the issuing Party. Should the issuing Party fail to cancel such ASR, the other Party shall treat that ASR as though it had been canceled.

19 TRUNK DATA EXCHANGE

- 19.1 Ameritech-Ohio shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCIIm's network.
- 19.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).
- 19.3 DIXC traffic data will include, but not be limited to, the following:
 - 19.3.1 Usage (total usage measured in centum call seconds)
 - 19.3.2 Peg Count (Peg count of originating call attempts including overflow)
 - 19.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)
 - 19.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)
 - 19.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)
- 19.4 DIXC traffic data shall be collected as follows:

- 19.4.1 Hourly on the clock hour
- 19.4.2 Twenty-four (24) hours per day (0000-2400)
- 19.4.3 Seven (7) days per week (including holidays)
- 19.4.4 Fifty-two (52) weeks per year

20 PROVISIONING

- 20.1 Either Party may send an ASR to the other Party to trigger changes to Interconnection trunk groups based on capacity assessment.
- 20.2 Ameritech-Ohio shall provide a Firm Order Confirmation (FOC) within five (5) business days for trunk augments, and within seven (7) business days for new trunk groups, after receipt of the order upon review of and in response to the order received.
 - 20.2.1 When Ameritech-Ohio confirms an MCIm order via FOC with the due date, this signifies that Ameritech-Ohio has determined facilities are available to process MCIm's order. If subsequently, facilities are found not to be available, MCIm shall utilize Ameritech-Ohio's escalation process. For facility/switching equipment shortages, Ameritech-Ohio shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall be provided. On the date that status is due, Ameritech-Ohio shall re-FOC with updated status by close of business.
- 20.3 Orders that comprise a major project must be submitted at the same time, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among Ameritech-Ohio and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 20.4 The Parties shall cooperate with each other to test all trunks prior to turn up.
- 20.5 Due dates and intervals used for the provisioning process will be the same as those used for the Parties' Switched Access service, but in any event no later than thirty (30) days. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date.
- 20.6 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.
- 20.7 MCIm is responsible for all Control Office functions for all other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.
- 20.8 MCIm and Ameritech-Ohio shall:
 - 20.8.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 20.8.2 Notify each other when there is any change affecting the service requested, including the due date.

21 MAINTENANCE TESTING AND REPAIR

- 21.1 MCIm and Ameritech-Ohio shall work cooperatively to install and maintain a reliable network. MCIm and Ameritech-Ohio shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with

law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

- 21.2 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. MCIIm will be initiator of the joint activities.
- 21.3 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
- 21.4 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.
- 21.5 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.
- 21.6 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

22 THIRD PARTY TRANSIT TRAFFIC

- 22.1 MCIIm shall route Transit Traffic via Ameritech-Ohio Tandem switches, and not at or through any Ameritech-Ohio End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria discussed above.
- 22.2 Ameritech-Ohio shall provide transit service to MCIIm whether or not MCIIm has an Interconnection agreement with another LEC for which local traffic between the two transits Ameritech-Ohio's network. However, Ameritech-Ohio is not required to act as a clearinghouse or billing agent for either MCIIm or the third party while performing transit service. Ameritech-Ohio shall send appropriate information (e.g. MOU) to MCIIm so that MCIIm can render a bill. As set forth in Appendix Pricing of this Agreement, Ameritech-Ohio shall be compensated by MCIIm for traffic originated by MCIIm and terminated by a third-party carrier which transits Ameritech-Ohio's network. It is up to the originating and terminating LECs which utilize Ameritech's network to work out their own financial arrangements through an agreement between themselves.
- 22.3 IntraLATA traffic from third-party LECs, CLECs, or CMRS providers will be routed over Local Interconnection Trunk Groups.
- 22.4 Ameritech-Ohio shall pass all traffic delivered from MCIIm destined to third-party LECs, CLECs, or CMRS providers in the LATA.
- 22.5 Ameritech-Ohio shall pass all traffic delivered from third-party LECs, CLECs, or CMRS providers in the LATA destined to MCIIm's network.

23 NETWORK MANAGEMENT

- 23.1 Protective Controls. Either Party may use protective network traffic management controls such as 3, 7, and 10 digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIIm and Ameritech-Ohio shall immediately notify each other of any protective control action planned or executed.
- 23.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

- 23.3 Mass Calling. MCI and Ameritech-Ohio shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

NUMBER PORTABILITY

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1 GENERAL

- 1.1 Permanent Number Portability (PNP) is only available to Certified Local Exchange Carriers (MCIIm).
- 1.2 PNP is a service arrangement whereby an end user customer that switches local exchange service subscription from one LEC to another LEC is permitted to retain the existing LEC telephone number assigned to the end user for its use. For the porting of a number, the end user customer's location must remain within the rate center associated with the NPA-NXX of the end user customer's telephone number.
- 1.3 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which Permanent Number Portability (PNP, also referred to as Long-Term Number Portability, or LNP) will be provided in response to applicable FCC Orders. As such, the parties agree to provide PNP via LRN to each other as required by such applicable FCC Orders or applicable national standards such as ATIS (Alliance for Telecommunications Industry Solutions) and NENA (National Emergency Number Association).

2 SERVICE DESCRIPTION

- 2.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry interoffice signaling standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field. In addition, the Jurisdictional Identification Parameter (JIP) field will be populated with the first six digits (NPA-NXX format) of the appropriate LRN of the originating switch.
- 2.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the end user customer) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 2.6 If MCIIm chooses not to fulfill their N-1 carrier responsibility, Ameritech-Ohio will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 2.7 MCIIm shall be responsible for payment of charges to Ameritech-Ohio for any queries made on the N-1 carrier's behalf. The price of PNP Queries shall be in Appendix Pricing.

3 REGULATIONS

- 3.1 Each Party shall become responsible for end user customers telecommunication related items, e.g., E911, Directory Listings, Operator Services, Line Information Data Base (LIDB), when they port the end user customers telephone number to their switch. Each Party agrees to follow the industry standards for National Emergency (NENA) and industry agreements for migration of E911 record data.
- 3.1.1 The Parties do not offer PNP in conjunction with service codes (e.g., 411) or Service Access codes (e.g., 500, 700, 800, 900), or codes assigned to each Party for their own use, e.g. an NXX assigned for the Party's official service.
- 3.1.2 The Porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.
- 3.1.3 When either Party makes a switch LNP capable, all applicable NXXs in that switch will be shown as portable in the LERG.
- 3.1.4 Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties making the change agree to inform the other company and work cooperatively to implement the change.
- 3.1.5 The Parties agree to port reserved numbers per the NANC guidelines.
- 3.1.6 Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original end user customer) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.
- 3.1.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.1.8 Each Party shall abide by NANC provisioning and implementation process.
- 3.1.9 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.1.10 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP National Operations Team for porting.

4 LIMITATIONS OF SERVICES

- 4.1. For PNP service, MCIIm shall submit a separate DSR for the listing of MCIIm's end user customer in White Pages and Directory Assistance.

5 PROVISIONING OF PNP

- 5.1. PNP Coordinated Cutovers. Coordinated cutovers for the porting of subscribers via PNP will be performed in the same manner as that prescribed below. In addition, the Old Service Provider shall not perform a disconnect until directed to do so by the New Service Provider.

- 5.2. PNP Non-Coordinated Cutovers. Non-coordinated cutovers for the porting of numbers via PNP will be performed in the same manner as that set forth below.

5.2.1 Coordinated Cutovers

- 5.2.1.1 Coordinated Cutovers. Ameritech-Ohio shall provide MCIIm with a Coordinated Cutover upon MCIIm's written request. For the porting of a telephone number where a Coordinated Cutover has been requested, the Parties will schedule the cutover during a mutually agreeable time frame.

- 5.2.1.2 Non-Coordinated Cutovers. For the porting of a telephone number where a Coordinated Cutover has not been requested, the Parties will mutually agree on a scheduled cutover time frame, and Ameritech-Ohio shall promptly notify MCIIm when the cutover is complete. In the event that a non-coordinated cutover cannot be completed as scheduled, Ameritech-Ohio shall promptly restore the Customer's service and shall minimize Customer out-of-service time. For both Coordinated Cutovers and non-Coordinated Cutovers, each Party shall remain responsible for the coordination of its respective work groups involved in the cutover, including, but not limited to, the coordination of work centers charged with manual cross-connects, electronic cross-connect mapping and switch translations (including, but not limited to, implementation of PNP translations).

NUMBERING

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2 GENERAL TERMS AND CONDITIONS 3

1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Ameritech-Ohio will coordinate with MCIIm with respect to NXX assignments.

2 GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where MCIIm is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCIIm shall obtain a separate NXX code for each Ameritech-Ohio Rate Center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable MCIIm and Ameritech-Ohio to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes. Where pooling is done, MCIIm will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by MCIIm.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.
- 2.4 Each Party is responsible to test, load, program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' end user customers of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
- 2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable charges. In a pooling environment, LNP will be the migration method pursuant to number pooling guidelines.

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

2.9 Where MCIIm has obtained its own NXX, but has purchased Ameritech-Ohio's Network Elements, Ameritech-Ohio shall install the MCIIm NXX in Ameritech-Ohio's switch according to the appropriate number administration functions.

2.10 Ameritech-Ohio shall accept MCIIm orders for specific numbers and block numbers.

OPERATOR SERVICES

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by Ameritech-Ohio to MCIIm.

2 SERVICES

2.1 General

- 2.1.1 Ameritech-Ohio shall ensure that MCIIm's end user customers have the capability to dial the same telephone numbers to access Ameritech-Ohio's Operator Service that Ameritech-Ohio's end user customers dial to access Ameritech-Ohio's Operator Service.

- 2.1.2 Intentionally Omitted.

2.2 Operator Services

- 2.2.1 If Customized Routing is not provided and MCIIm requests Operator Services, Ameritech-Ohio shall provide nondiscriminatory access to all of its Operator Services, including, but not limited to, the following Operator Service capabilities:

- 2.2.1.1 Ameritech-Ohio shall complete 0+ and 0- dialed local calls.
- 2.2.1.2 Ameritech-Ohio shall complete 0+ intraLATA toll calls.
- 2.2.1.3 Ameritech-Ohio shall complete calls that are billed to a calling card and MCIIm shall designate the acceptable types of special billing.
- 2.2.1.4 Ameritech-Ohio shall complete person-to-person calls.
- 2.2.1.5 Ameritech-Ohio shall complete collect calls.
- 2.2.1.6 Ameritech-Ohio shall provide the capability for callers to bill to a third party and shall complete such calls.
- 2.2.1.7 Ameritech-Ohio shall complete station-to-station calls.
- 2.2.1.8 Ameritech-Ohio shall process BLV/BLVI requests.
- 2.2.1.9 Ameritech-Ohio shall process emergency call trace.
- 2.2.1.10 Ameritech-Ohio shall process operator-assisted Directory Assistance calls.
- 2.2.1.11 Ameritech-Ohio shall route 0- local traffic directly to a "live" operator team.
- 2.2.1.12 Ameritech-Ohio shall provide caller assistance for the disabled to MCIIm in the same manner as provided to disabled Ameritech-Ohio customers.
- 2.2.1.13 Where technically feasible, Ameritech-Ohio shall provide operator-assisted conference calling.

- 2.2.1.14 When requested by MCI's end user customer, Ameritech-Ohio shall provide billing credit on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to Ameritech-Ohio customers.
- 2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.
- 2.2.2 Ameritech-Ohio shall make available such service enhancements on a nondiscriminatory basis as soon as such enhancements are available to Ameritech-Ohio, its affiliate and all other CLECs. Ameritech-Ohio shall communicate official information to MCI via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.
- 2.2.3 Ameritech-Ohio shall provide MCI with Operator Services equal in quality to those which it provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.
- 2.2.4 MCI will furnish to Ameritech-Ohio a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. MCI will provide Ameritech-Ohio updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective. Ameritech-Ohio shall adequately staff its operator work force.
- 2.2.5 Intentionally Omitted.
- 2.2.6 Ameritech-Ohio shall direct customer inquiries to the customer service center designated by MCI.
- 2.3 Where technically feasible, Ameritech-Ohio will provide the following OS:
 - 2.3.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an Ameritech-Ohio operator, hereafter called "Operator."

 - 2.3.1.1 Ameritech-Ohio - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.3.1.2 Intentionally Omitted.
 - 2.3.2 Operator-Assisted Call Processing
 - 2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.
- 2.4 Operator Assisted Calls to Directory Assistance ("OADA")
 - 2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory

Assistance operator. Ameritech-Ohio will offer OADA to calling parties on a nondiscriminatory basis.

3 DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible, Ameritech-Ohio can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service

3.1.1.1 Ameritech-Ohio - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 Ameritech-Ohio - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible, Ameritech-Ohio will support the following Operator-assisted call types for MCIm:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which Ameritech-Ohio can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no

conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.

- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.
- 3.2.8 General Assistance. A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

4 CALL BRANDING

- 4.1 Where not technically feasible or where MCIIm does not request branding, such calls will be unbranded. Where technically feasible and/or available, Ameritech-Ohio will brand OS at MCIIm's request based upon the criteria outlined.
 - 4.1.1 Where Ameritech-Ohio provides MCIIm Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand at MCIIm's request. Where Ameritech-Ohio is only providing OS on behalf of MCIIm, the calls will be branded at MCIIm's request. When the same trunk group is used to provide OS and DA services to MCIIm, calls will be branded at MCIIm's request with the same brand. There may be separate brands where separate trunk groups are utilized.
 - 4.1.2 Multiple Brands
 - 4.1.2.1 Ameritech-Ohio can support multiple brands on a single trunk group for a facilities-based CLEC. All end user customer records for all carriers utilizing the same trunk group are maintained in Ameritech-Ohio's LIDB.
 - 4.1.3 Branding Load Charges
 - 4.1.3.1 An initial non-recurring charge applies per brand, per load per Operator assistance switch, for the establishment of MCIIm specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

5 OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 If MCIIm elects to use OS services where technically feasible and/or available, Ameritech-Ohio will provide MCIIm OS Rate/Reference Information, based upon the criteria outlined below:
 - 5.1.1 MCIIm will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
 - 5.1.2 MCIIm will inform Ameritech-Ohio, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCIIm acknowledges that it is responsible to provide Ameritech-Ohio updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCI's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Services Rate or Reference Information subject to the requirements herein.

5.2 When an Ameritech-Ohio Operator receives a rate request from an MCI end user customer, Ameritech-Ohio will quote the applicable OS rates as provided by MCI.

6 INTENTIONALLY OMITTED

7 HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent MCI's NXX encompasses multiple emergency agencies, Ameritech-Ohio agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. MCI must provide Ameritech-Ohio with the correct information to enable the transfer as required by the OSQ. MCI will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, Ameritech-Ohio will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

8 RESPONSIBILITIES OF THE PARTIES

8.1 * MCI agrees that due to quality of service and work force schedule issues, Ameritech-Ohio will be the sole provider of OS for MCI's local serving area(s). In the event that MCI wishes to customize route its OS traffic to its Feature Group D trunks and such routing is not technically feasible in any portion of Ameritech-Ohio's network, the requirements of this Section 8.1 shall apply only to that traffic that cannot be routed to MCI's Feature Group D trunks.

8.2 MCI will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each Ameritech-Ohio Operator assistance switch. Should MCI seek to obtain Interexchange OS from Ameritech-Ohio, MCI is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating Interexchange traffic.

8.2.1 Intentionally Omitted.

8.3 MCI understands and acknowledges that before live traffic can be passed, MCI is responsible for obtaining and providing to Ameritech-Ohio, default emergency agency numbers.

9 METHODS AND PRACTICES

9.1 Ameritech-Ohio will provide OS to MCI's end user customers in accordance with Ameritech-Ohio OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10 PRICING

10.1 The prices at which Ameritech-Ohio agrees to provide MCI with OS are contained in the applicable Appendix Pricing.

11 MONTHLY BILLING

- 11.1 Ameritech-Ohio will accumulate and provide MCIIm such data as necessary for MCIIm to bill its end user customers.

12 INDEMNIFICATION

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call Ameritech-Ohio's Operator Services.

13 TERM OF APPENDIX

- 13.1 If MCIIm chooses to use Ameritech-Ohio's OS Services, MCIIm must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCIIm may terminate use of Ameritech-Ohio's OS Services upon ninety (90) days advance written notice to Ameritech-Ohio any time after MCIIm has used such OS Services for the twelve (12) month minimum period.
- 13.2 If MCIIm terminates use of Ameritech-Ohio's OS Services without complying with Section 13.1 above, MCIIm shall pay Ameritech-Ohio, within thirty (30) days of the issuance of a final bill by Ameritech-Ohio, all amounts due for actual services provided under this Appendix. MCIIm shall also be obligated to pay Ameritech-Ohio for the unexpired portion of any equipment and facilities costs incurred by Ameritech-Ohio to service the portion of the one-year contract that MCIIm does not use. With respect to labor costs, MCIIm shall pay for an additional one (1) month of labor charges following the date of any premature cancellation of the one-year contract. In presenting its proposed termination charge to MCIIm, Ameritech-Ohio shall be required to identify the equipment and facilities, the costs of which it claims to have not recovered, and to quantify the unrecovered portion of such costs. For any claimed labor charge, Ameritech-Ohio shall be required to show MCIIm the difference in total unit cost with the claimed additional labor included and with it excluded. MCIIm shall be required to pay that difference for the number of units of OS which it took on average during the previous thirty (30) day period.

OPERATIONS SUPPORT SYSTEM

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Ameritech-Ohio provides access to Ameritech-Ohio's Operations Support System (OSS) "functions" to MCIIm for pre-ordering, ordering, provisioning, and maintenance/repair, and billing as provided by Ameritech-Ohio.
- 1.2 With respect to all matters covered by this Appendix, the Parties will comply with the SBC Plan of Record (POR) final version for Uniform and Enhanced OSS ("Uniform POR") as approved by the FCC on 9/22/00 and the SBC-13STATE Change Management Process "CMP" Document, subject to Applicable State Law or Commission orders. If specific performance under this Appendix is not detailed in the Uniform POR or CMP, it will then be governed by the terms and conditions of this Appendix.
- 1.3 Definitions
 - 1.3.1 "LSC" means Information Industry Service Center (IISC) for Ameritech-Ohio.
 - 1.3.2 "LOC" means the Customer Response Unit (CRU) for Ameritech-Ohio.

2 GENERAL CONDITIONS

- 2.1 Performance Standards. Ameritech-Ohio shall comply with the service guarantees and Performance Standards, measurements, and reporting regarding OSS Functions, set forth in Appendix Performance Measurements of this Agreement. Further, Ameritech-Ohio will compensate MCIIm in accordance with Appendix Performance Measurements for any OSS Function-related Performance Standards Ameritech-Ohio fails to meet.
- 2.2 * MCIIm agrees to utilize Ameritech-Ohio electronic interfaces, as described herein, for the purposes of establishing and maintaining Resale Services, or UNE's or Local Number Portability, or local Interconnection trunking through Ameritech-Ohio. In addition, MCIIm agrees that for the Ameritech-Ohio region such use will comply with Ameritech-Ohio's Information Security Policies and Guidelines incorporated in this Appendix. Notwithstanding anything in this Appendix to the contrary, failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, MCIIm shall be responsible for and indemnifies Ameritech-Ohio against any cost, expense or liability relating to any demonstrated incident of unauthorized entry or access into, or use or manipulation of Ameritech-Ohio's OSS from MCIIm systems, workstations or terminals or by MCIIm employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by MCIIm and shall pay Ameritech-Ohio for any and all damages that Ameritech-Ohio can demonstrate are caused by such unauthorized entry.
- 2.3 The Dispute Resolution (DR) process set forth in the ICA shall apply to any issues, which arise under this Appendix, including any alleged non-compliance with these security guidelines.
- 2.4 To the extent Resale and Unbundled Network Elements (UNE), Local Number Portability and interconnection trunking, pre-ordering, ordering, provisioning and repair, and billing functions as provided herein are available electronically, they will be accessible via OSS interfaces as described herein. Manual access remains available via the Local Service Center (LSC) and the Local Operations Center (LOC) to the extent described below. Should Ameritech-Ohio develop electronic interfaces for these functions for itself, its Affiliates and/or other CLECs, Ameritech-Ohio will offer electronic access to these functions to MCIIm in parity. The Parties agree that electronic order processing is more

efficient than manual order processing. Upon Ameritech-Ohio's request, the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once MCIIm is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, MCIIm will no longer submit orders manually. Provided, however, when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically, Ameritech-Ohio shall accept manual orders.

- 2.5 * Within Ameritech-Ohio, and other SBC-AMERITECH regions, MCIIm's access to pre-order functions described in Section 3 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting MCIIm's end user customer account where MCIIm has obtained an authorization for release of CPNI from the end user customer. The authorization for release of CPNI shall comply with state and federal rules or guidelines concerning access to such information.
- 2.6 * MCIIm will obtain authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable CPNI, includes customer name, billing and service address, billing telephone number(s), any and all exemption status or current status of eligibility for reduced charges, and identification of features and services subscribed to by customer. The following additional terms shall apply to MCIIm's access:
- 2.7 Intentionally Omitted.
- 2.8 * Throughout the Ameritech-Ohio region, MCIIm is solely responsible for determining whether proper authorization has been obtained and holds Ameritech-Ohio harmless from any loss on account of MCIIm's failure to obtain proper CPNI consent from an end user customer.
- 2.9 * MCIIm's obligation to obtain authority prior to accessing CPNI electronically, as set forth in the preceding provisions, is subject to modification in accordance with any governing regulatory decisions expressly addressing this subject matter.
- 2.10 By utilizing any electronic interfaces, MCIIm agrees not to knowingly alter any applicable Resale rates and charges where they are subject to the terms of this Agreement and applicable tariffs dependent on region of operation, or Ameritech-Ohio's UNE rates and charges, dependent upon region of operation, per the terms of this Agreement.
- 2.11 * MCIIm agrees to use reasonable business efforts to submit orders that are correct and complete. Ameritech-Ohio will use reasonable business efforts when rejecting MCIIm orders for processing which are not correct and complete. The Parties agree to conduct internal and independent reviews for accuracy. MCIIm is also responsible for all actions of its employees using any of Ameritech-Ohio's OSS systems. As such, MCIIm agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by Ameritech-Ohio caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by Ameritech-Ohio to MCIIm. In addition, MCIIm agrees to indemnify and hold Ameritech-Ohio harmless against any claim made by an end user customer of MCIIm or other third parties against Ameritech-Ohio caused by or related to MCIIm's use of any Ameritech-Ohio OSS. In addition, Ameritech-Ohio shall be permitted to audit all activities by MCIIm using any Ameritech-Ohio OSS not more than once annually, upon written notice to MCIIm. Such written notice shall specify the type of information Ameritech-Ohio is seeking and shall also specify the reason Ameritech-Ohio is seeking the audit, including any alleged "misuse" of the OSS by MCIIm. MCIIm shall provide the requested information within fourteen (14) days of receiving notice from Ameritech-Ohio. All such information obtained

through an audit shall be deemed proprietary and shall be covered by the General Terms and Conditions.

- 2.12 Work Center for OSS Single Point of Contact. Ameritech-Ohio has a single help desk, called the Information Services Call Center (ISCC), which provides technical support as MCI's Single Point of Contact (SPOC) for all of Ameritech-Ohio electronic OSS interfaces involved in the pre-ordering, ordering, provisioning, and repair of Network Elements and Local Resale services. MCI will also provide a Single Point of Contact for technical support issues related to the electronic interfaces.
- 2.13 Within a commercially reasonable time, if such does not already exist between the Parties, Ameritech-Ohio and MCI will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Local Number Portability, local Interconnection Trunking, Resale services and UNE.
- 2.14 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Certain OSS interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. Ameritech-Ohio shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.
- 2.15 Ameritech-Ohio and MCI agree to participate in and abide by resolutions of the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that Ameritech-Ohio may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines consistent with requirements of this Appendix.
- 2.16 MCI and Ameritech-Ohio are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, Ameritech-Ohio has the right to define LSR Usage requirements according to the practices in the OBF Local Service Ordering Guidelines (LSOG).
- 2.17 MCI is responsible for obtaining operating system software and hardware to access Ameritech-Ohio OSS functions as specified in the document "Ameritech Electronic Service Order Guide", or any other documents or interface requirements subsequently generated by Ameritech-Ohio for any of its regions.

3 PRE-ORDER

- 3.1 Ameritech-Ohio will provide access to pre-order functions in parity with what it provides to itself, its Affiliate(s) and/or CLEC, to support MCI ordering of services via electronic interfaces. Real time access to pre-order functions that may be developed in the future will be offered to MCI to the extent and on the same basis as Ameritech-Ohio provides to itself or its Affiliates and/or other CLEC. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to MCI so that MCI order requests may be created to comply with Ameritech-Ohio's region-specific ordering requirements.
- 3.2 Pre-ordering information either manually or electronically for Resale includes:

- 3.2.1 feature and service availability for a valid service address shall be made available on a service address basis.
- 3.2.2 access to Customer Proprietary Network Information (CPNI) for Ameritech-Ohio retail or resold services and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity and pending service order activity.
- 3.2.3 a telephone number (if the end user customer does not have one assigned) with or without the end user customer on-line;
- 3.2.4 service availability dates to the end user customer;
- 3.2.5 information regarding whether dispatch is required;
- 3.2.6 when utilizing electronic pre-ordering and when available, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;
- 3.2.7 service address verification.
- 3.3 Pre-ordering functions for UNE includes:
 - 3.3.1 features available at an End Office for a valid service address;
 - 3.3.2 access to Customer Proprietary Network Information (CPNI) for Ameritech-Ohio retail or resold services and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for Ameritech-Ohio only, pending service order activity.
 - 3.3.3 a telephone number (if the end user customer does not have one assigned) with or without the end user customer on-line;
 - 3.3.4 service availability dates;
 - 3.3.5 information regarding whether dispatch is required;
 - 3.3.6 when utilizing electronic pre-ordering and when available, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;
 - 3.3.7 service address verification; and
 - 3.3.8 manually, Channel Facility Assignment (CFA), Network Channel (NC), and Network Channel Interface (NCI) data. This information will be provided electronically when available.
- 3.4 Intentionally Omitted.
 - 3.4.1 Intentionally Omitted.
 - 3.4.2 Intentionally Omitted.
- 3.5 Intentionally Omitted.

- 3.5.1 Intentionally Omitted.
- 3.5.2 Intentionally Omitted.
- 3.6 Intentionally Omitted.
 - 3.6.1 Intentionally Omitted.
 - 3.6.2 Intentionally Omitted.
 - 3.6.3 Intentionally Omitted.
- 3.7 Intentionally Omitted.
 - 3.7.1 Intentionally Omitted.
- 3.8 Ameritech-Ohio Resale and UNE Services Pre-Order System Availability: Ameritech-Ohio will provide MCIm access to the following system:
 - 3.8.1 TCNet and EDI are available for the pre-ordering functions listed in section 3.2 and 3.3 (Pre-Order for Resale and Pre-Order for UNE).
- 3.9 Intentionally Omitted.
 - 3.9.1 Intentionally Omitted.
 - 3.9.2 Intentionally Omitted.
 - 3.9.3 Intentionally Omitted.
- 3.10 Other Pre-order Function Availability:
 - 3.10.1 Where pre-ordering functions are not available electronically MCIm will manually request this information from the LSC for inclusion on the service order request.
 - 3.10.2 When “back-end” systems are not fully functional and the LSC is unable to obtain the information requested by MCIm, Ameritech-Ohio shall use its best efforts to provide MCIm with the expected restoral time of the back-end systems.
 - 3.10.3 Upon request, Data Validation Files are available for the purpose of providing MCIm with an alternate method of acquiring that pre-ordering information considered relatively static. For Ameritech-Ohio, the following information is available via Connect:Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and a PIC/LPIC Codes.

4 ORDERING/PROVISIONING

- 4.1 Intentionally Omitted.
- 4.2 Ameritech-Ohio shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities as provided in the Uniform Plan of Record.

- 4.3 Ameritech-Ohio will provide electronic access to ordering functions to support MCI_m provisioning of services provided herein as described below. Real time access to ordering functions will be made available to MCI_m as Ameritech-Ohio makes it available to itself or its affiliate(s) and/or CLEC. Intervals for Performance Measurements will be as defined in Appendix Performance Measurements. To order Resale services and UNEs, MCI_m will format the service request to identify what features, services, or elements it wishes Ameritech-Ohio to provision in accordance with Ameritech-Ohio ordering requirements.
- 4.4 Resale and UNE Service Order Request Ordering System:
 - 4.4.1 Ameritech-Ohio makes available to MCI_m an Electronic Data Interchange (EDI) interface for transmission of MCI_m orders via Ameritech-Ohio Local Service Request (LSR) formats as defined in the Ameritech-Ohio Local Service Order Requirements (LSOR). In ordering and provisioning Resale, MCI_m and Ameritech-Ohio will utilize industry guidelines developed by OBF and TCIF to transmit data based upon Ameritech-Ohio Resale ordering requirements in accordance with Uniform POR. In ordering and provisioning UNE, MCI_m and Ameritech-Ohio will utilize industry guidelines developed by OBF and TCIF to transmit data based upon Ameritech-Ohio UNE ordering requirements in accordance with uniform POR. In addition, Local Number Portability (LNP), and where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.
 - 4.4.2 Intentionally Omitted.
 - 4.4.3 Intentionally Omitted.
 - 4.4.4 Intentionally Omitted.
 - 4.4.5 In ordering and provisioning Unbundled Dedicated Transport and local Interconnection Trunks, MCI_m and Ameritech-Ohio will utilize industry ASR guidelines developed by OBF based upon Ameritech-Ohio ordering requirements.
- 4.5 Intentionally Omitted.
- 4.6 Provisioning for Resale Services and UNEs in Ameritech-Ohio: Ameritech-Ohio will provision Resale services and UNE as detailed in MCI_m order requests. Electronic access to status on such orders will be provided via the EDI electronic interface.
 - 4.6.1 For EDI ordering, Ameritech-Ohio provides MCI_m, and MCI_m uses, an EDI interface for transferring and receiving orders, (FOC) Firm Order Confirmation, Service Order Completion (SOC), and, as available, other provisioning data and information (e.g., jeopardies and rejects), as described in the Uniform POR.
- 4.7 Real time electronic interfaces are accessible in Ameritech-Ohio to place and check the status of trouble reports for both Resale and UNE. Upon request, MCI_m may access these functions via the following methods:
 - 4.7.1 Intentionally Omitted.
 - 4.7.2 Intentionally Omitted.
 - 4.7.3 In Ameritech-Ohio, Electronic Bonding for Trouble Administration-GUI (EBTA-GUI) allows MCI_m to issue trouble tickets, view status, and view trouble history on-line. Ameritech-Ohio shall provide an Estimated Time To Repair (ETTR) on

all trouble reports, at parity, with what it provides its Affiliates, its retail customers and other CLECs.

4.7.4 Intentionally Omitted.

4.7.5 In Ameritech-Ohio, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by MCI and in Ameritech-Ohio. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. MCI and Ameritech-Ohio will exchange requests over a mutually agreeable X.25-based network.

5 BILLING

5.1 Intentionally Omitted.

5.2 Intentionally Omitted.

5.3 For Resale Services in Ameritech-Ohio, MCI may elect to receive its bill on CD. Electronic access to billing information for Resale Services will also be available via the following interfaces:

5.3.1 Intentionally Omitted.

5.3.2 Intentionally Omitted.

5.3.3 MCI may receive a Usage Extract Feed electronically in Ameritech-Ohio. On a daily basis, this feed provides information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Interface (EMI) format.

5.3.4 In Ameritech-Ohio, MCI may receive a mechanized bill via the Ameritech-Ohio Electronic Billing System (AEBS) transaction set. Additional mechanized billing options will be forthcoming as described in the Uniform POR.

5.4 Electronic access to billing information for UNE will also be available via the following interfaces:

5.4.1 Ameritech-Ohio also makes available to MCI a local bill via the Ameritech-Ohio Electronic Billing System (AEBS) transaction set. Additional mechanized billing options will be forthcoming as described in the Uniform POR.

5.4.2 Intentionally Omitted.

5.4.2.1 MCI may receive a Usage Extract Feed electronically in Ameritech-Ohio. On a daily basis, this feed provides information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Interface (EMI) format.

6 REMOTE ACCESS FACILITY

- 6.1 Intentionally Omitted.
- 6.2 Intentionally Omitted.
- 6.3 For Ameritech-Ohio, MCIIm may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," MCIIm shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or PRAF. Switched Access "Dial-up Connections" requires MCIIm to provide its own modems and connection to the Ameritech-Ohio ARAF. MCIIm shall pay the cost of the call if Switched Access is used.
- 6.4 For Ameritech-Ohio, MCIIm shall use TCP/IP to access Ameritech-Ohio OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, MCIIm shall have one valid Internet Protocol (IP) network address per region. MCIIm shall maintain a user-id / password unique to each individual for accessing an Ameritech-Ohio OSS on MCIIm's behalf. MCIIm shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 6.5 For Ameritech-Ohio, MCIIm shall attend and participate in implementation meetings to discuss MCIIm LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.
- 6.6 For Ameritech-Ohio, MCIIm may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). MCIIm shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). MCIIm must use a legal IP address for its end of the connection.

7 DATA CONNECTION SECURITY REQUIREMENTS

- 7.1 MCIIm agrees that interconnection of MCIIm data facilities with Ameritech-Ohio data facilities for access to OSS will be in compliance with Ameritech-Ohio's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section govern direct and dial up connections between MCIIm and the PRAF and LRAF for access to OSS Interfaces.
- 7.2 Joint Security Requirements
 - 7.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
 - 7.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

- 7.2.3 Each Party shall notify the other Party immediately, whenever a current user ID or system access request is no longer approved or considered authorized for access.
 - 7.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
 - 7.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the MCI or Ameritech-Ohio network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards
 - 7.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 7.3 Additional Responsibilities of Both Parties
- 7.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of MCI equipment on Ameritech-Ohio's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
 - 7.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
 - 7.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
 - 7.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order

to track the work to completion.

- 7.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 7.3.6 All network-related problems will be managed to resolution by the respective organizations, MCIm or Ameritech-Ohio, as appropriate to the ownership of a failed component. As necessary, MCIm and Ameritech-Ohio will work together to resolve problems where the responsibility of either Party is not easily identified.
- 7.4 Information Security Policies and Guidelines for Access to Computers, Networks and Information By Non-Employee Personnel:
 - 7.4.1 Information Security Policies and Guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This Section summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to MCIm or Ameritech-Ohio, respectively, as the providers of the computer, network or information in question.
 - 7.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Appendix. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 7.5 General Policies
 - 7.5.1 Each Party's resources are for approved business purposes only.
 - 7.5.2 Both Parties will monitor access to OSS systems and will promptly notify the other Party's designated personnel if it discovers any unauthorized access for security breach to the OSS systems. In the event of such unauthorized access or breach the Parties will work cooperatively to investigate, minimize and take corrective actions. Each Party will be responsible for paying its own cost of investigation. Each Party may exercise at any time its right to take appropriate action should unauthorized or improper usage be discovered.
 - 7.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
 - 7.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
 - 7.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

7.6 User Identification

- 7.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 7.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 7.6.3 User IDs will be revalidated on a periodic basis, as required. Revalidation will also be necessary as business needs change.

7.7 User Authentication

- 7.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 7.7.2 Passwords must not be stored in script files.
- 7.7.3 Passwords must be entered by the user in real time.
- 7.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 7.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 7.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 7.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

7.8 Access and Session Control

- 7.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 7.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

7.9 User Authorization

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

7.10 Software And Data Integrity

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

7.10.2 Intentionally Omitted

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

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

7.11 Monitoring And Audit

7.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). One example of this end user customer warning banner message may be:

"This is an (Ameritech-Ohio or MCI) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

8 OPERATIONAL READINESS TESTING (ORT) FOR ORDERING/PROVISIONING AND REPAIR/MAINTENANCE INTERFACES

8.1 At either Party's request and prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

9 TRAINING

9.1 Ameritech-Ohio shall train MCI's trainers in the use of Ameritech-Ohio's OSS systems and processes. Training will be provided for all preordering, ordering and provisioning, maintenance and repair, billing, miscellaneous services, and any other area function or support system as provided for elsewhere in this Appendix, as requested by MCI. Ameritech-Ohio shall provide this training to MCI at TELRIC rates set by the Commission. Information and materials provided to MCI must include, at a minimum, operational and procedural information, and Ameritech-Ohio specific system access/interface instruction. Classes are train-the-trainer format to enable MCI to devise its own course work for its own employees. Course descriptions for all available classes by region are posted on the CLEC web site (<https://clec.sbc.com/clec>) in the

Customer Education section. CLEC Training schedules by region are also available on the CLEC web site and are subject to change, with class lengths varying. Charges as specified below will apply for each class and will be interim subject to true-up. Prior to live GUI or other system usage by MCIm, MCIm must complete user education classes for any Ameritech-Ohio provided interfaces that affect the Ameritech-Ohio network.

<u>Training Rates</u>	<u>5 day class</u>	<u>4.5 day class</u>	<u>4 day class</u>	<u>3.5 day class</u>	<u>3 day class</u>	<u>2.5 day class</u>	<u>2 day class</u>	<u>1.5 day class</u>	<u>1 day class</u>	<u>1/2 day class</u>
<u>1 to 5 students</u>	<u>\$4,050</u>	<u>\$3,650</u>	<u>\$3,240</u>	<u>\$2,835</u>	<u>\$2,430</u>	<u>\$2,025</u>	<u>\$1,620</u>	<u>\$1,215</u>	<u>\$810</u>	<u>\$405</u>
<u>6 students</u>	<u>\$4,860</u>	<u>\$4,380</u>	<u>\$3,890</u>	<u>\$3,402</u>	<u>\$2,915</u>	<u>\$2,430</u>	<u>\$1,945</u>	<u>\$1,455</u>	<u>\$970</u>	<u>\$490</u>
<u>7 students</u>	<u>\$5,670</u>	<u>\$5,100</u>	<u>\$4,535</u>	<u>\$3,969</u>	<u>\$3,400</u>	<u>\$2,835</u>	<u>\$2,270</u>	<u>\$1,705</u>	<u>\$1,135</u>	<u>\$570</u>
<u>8 students</u>	<u>\$6,480</u>	<u>\$5,830</u>	<u>\$5,185</u>	<u>\$4,536</u>	<u>\$3,890</u>	<u>\$3,240</u>	<u>\$2,590</u>	<u>\$1,950</u>	<u>\$1,300</u>	<u>\$650</u>
<u>9 students</u>	<u>\$7,290</u>	<u>\$6,570</u>	<u>\$5,830</u>	<u>\$5,103</u>	<u>\$4,375</u>	<u>\$3,645</u>	<u>\$2,915</u>	<u>\$2,190</u>	<u>\$1,460</u>	<u>\$730</u>
<u>10 students</u>	<u>\$8,100</u>	<u>\$7,300</u>	<u>\$6,480</u>	<u>\$5,670</u>	<u>\$4,860</u>	<u>\$4,050</u>	<u>\$3,240</u>	<u>\$2,430</u>	<u>\$1,620</u>	<u>\$810</u>
<u>11 students</u>	<u>\$8,910</u>	<u>\$8,030</u>	<u>\$7,130</u>	<u>\$6,237</u>	<u>\$5,345</u>	<u>\$4,455</u>	<u>\$3,565</u>	<u>\$2,670</u>	<u>\$1,780</u>	<u>\$890</u>
<u>12 students</u>	<u>\$9,720</u>	<u>\$8,760</u>	<u>\$7,780</u>	<u>\$6,804</u>	<u>\$5,830</u>	<u>\$4,860</u>	<u>\$3,890</u>	<u>\$2,920</u>	<u>\$1,945</u>	<u>\$970</u>

9.2 * A separate agreement will be required as a commitment to pay for a specific number of MCIm students in each class. MCIm agrees that charges will be billed by Ameritech-Ohio and MCIm payment is due in accordance with the billing provisions in the General Terms and Conditions. MCIm agrees that personnel from other competitive Local Service Providers may be scheduled into any Ameritech-Ohio offered-class, to fill any seats for which MCIm has not requested and reserved per afore mentioned Memo of Agreement. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

9.3 Class dates will be based upon MCIm requests and Ameritech-Ohio availability.

9.4 * If MCIm cancels a scheduled class less than two weeks prior to the scheduled start date, MCIm shall pay a cancellation fee consisting of the cost of the class less the cost of teaching materials. Should Ameritech-Ohio cancel a class for which MCIm is registered less than one week prior to the schedule start date of that class, Ameritech-Ohio will waive the charges for the reschedule class for the registered students. MCIm agrees to provide to Ameritech-Ohio completed registration forms for each student no later than one week prior to the scheduled training class.

9.5 MCIm agrees that MCIm personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other Ameritech-Ohio or SBC system are strictly prohibited.

9.6 MCIm further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of Ameritech-Ohio's OSS in accordance with this Appendix and are

"Confidential Information" and are therefore subject to the terms, conditions and limitations of Section 19 of the General Terms and Conditions.

RECIPROCAL COMPENSATION

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by Ameritech-Ohio to MCI. The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated June 6, 2001 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (February 1, 2001 through May 31, 2004, unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation will be governed by the provisions of the Reciprocal Compensation Amendment. The Parties further agree that, not less than six (6) months prior to the expiration of the term of the Reciprocal Compensation Amendment, they will commence good faith negotiations for successor terms and conditions to those provisions of the Reciprocal Compensation Amendment falling within the scope of this Appendix Reciprocal Compensation. The Parties agree that any failure to agree on such successor provisions shall be subject to the dispute resolution procedures.

2 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

- 2.1 The Telecommunications traffic exchanged between MCI and Ameritech-Ohio will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements; they do not apply to traffic originated over facilities provided under local Resale arrangements.
- 2.2 Reciprocal compensation applies for transport and termination of Local Calls. When an end user customer originates a Local Call, the originating Party shall compensate the terminating Party for the transport and termination of such Local Calls at the rate(s) provided in Appendix Pricing. Local calls originated by Ameritech-Ohio and terminated over ULS, while qualifying for reciprocal compensation, may not require billing treatment if Ameritech-Ohio in turn agrees to forego UNE record exchange and related local switching charges.
- 2.3 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating end user customers' (and not a Party's test) traffic.
- 2.4 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 2.5 Intentionally Omitted.
- 2.6 "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same

or different SBC-13STATES Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local traffic may include or exclude, depending on the mandatory nature of the local calling area, Optional Calling Area traffic as well.

- 2.7 Intentionally Omitted.
- 2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 2.9 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

3 RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective parties involved.
- 3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network where available, the original and true Calling Party Number (CPN).
- 3.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.4 Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.5 Where the Parties are performing a transiting function as defined herein, the transiting Party will pass the original and true CPN if it is received from the originating third-party. If the original and true CPN is not received from the originating third-party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator.

4 LOCAL TRAFFIC COMPENSATION

- 4.1 The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific rate elements can be found in Appendix Pricing. Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element MCIm may assess Ameritech-Ohio for the transport and termination of Local Traffic (depending on which elements may be assessed to a particular call) will be the same as the amount charged for each rate element which Ameritech-Ohio may assess MCIm for the transport and termination of Local Traffic (depending on which elements may be assessed to a particular call).

5 COMPENSATION FOR INTRALATA TOLL CALLS

- 5.1 The Parties will charge each other for the termination of intraLATA toll calls in accordance with each Party's respective Switched Access tariffs.
- 5.2 The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties may jointly exchange industry standard jurisdictional factors, such as PIU, PIIU, or PLU in order to determine the jurisdiction of the traffic.

6 OPTIONAL CALLING AREA TRAFFIC -- Intentionally Omitted**7 TRANSIT TRAFFIC COMPENSATION**

- 7.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third-party network through the other Party's ("transit party") tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits a transit party network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user customer. The rates that the parties shall charge for transiting traffic are outlined in Appendix Pricing.
- 7.2 The Parties agree to enter into their own agreement with third-party Telecommunications Carriers prior to delivering traffic for transiting to the third-party. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating Party, and neither the terminating Party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 7.3 The Parties shall not bill each other for terminating any Transit traffic, whether CPN is or is not sent by the originating company.
- 7.4 In Ameritech-Ohio where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech-Ohio is the PTC, Ameritech-Ohio shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, Ameritech-Ohio shall reimburse the terminating carrier at Ameritech-Ohio's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

8 OPTIONAL CALLING AREA TRANSIT TRAFFIC -- Intentionally Omitted**9 OUT OF REGION TRANSITING -- Intentionally Omitted****10 INTRALATA 800 TRAFFIC**

- 10.1 The 800 Trunking arrangements are covered in NIM appendix. If the Local/intraLATA Trunks are used and requesting carrier performs the 800 query function, the intraLATA

800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech-Ohio will not record the intraLATA 800 Traffic.

- 10.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an end user customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.3 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in each Party's respective Switched Access tariff will be charged by the Party originating the call, rather than the Party terminating the call. Billing shall be based on originating and terminating NPA NXX.

11 MEET-POINT-BILLING(MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION SBC-12 STATE

- 11.1 Intentionally Omitted.
- 11.2 Reciprocal compensation for Special Access Traffic shall be on a MPB basis as described below.
- 11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC via the respective carrier's Access Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 11.4 Billing to Interexchange Carriers (IXCs) for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Appendix, MCI is the Initial Billing Company (IBC) and Ameritech-Ohio is the Subsequent Billing Company. Each Party will bill its own network access service rate to the IXC.
- 11.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.6 As detailed in the MECAB document and this Appendix, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format via a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 11.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or 8XX toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs), which

may likewise be designated for such traffic in the future where the responsible Party is an IXC. When Ameritech-Ohio performs 8XX toll free service database queries, Ameritech-Ohio will charge the 8XX toll free service provider for the database query in accordance with standard industry practices and applicable tariffs.

- 11.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 11.9 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. Ameritech-Ohio acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At MCI's request, Ameritech-Ohio will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records. The Parties will adhere to MECAB and OBF guidelines for the exchange of billing data. To the extent that the above described process changes, the Parties obligations hereunder will likewise change.
- 11.10 Ameritech-Ohio and MCI agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 11.11 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

12 BILLING FOR MUTUAL COMPENSATION – Intentionally Omitted.

13 BILLING FOR MUTUAL COMPENSATION – Ameritech-Ohio

- 13.1 In Ameritech-Ohio, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds for terminating usage, for purposes of reciprocal compensation; and network access duration seconds including unanswered attempts for originating usage, for access billing purposes. The total conversation seconds (for Local traffic) or the total access seconds (for access traffic) will be totaled in accordance with OBF industry standards for the entire monthly bill in minute increments and rounded in accordance with OBF industry rounding standards.
- 13.2 Intentionally Omitted.
- 13.3 PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 13.4 Audit provisions are contained in the general terms and conditions. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or

more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

RECORDING

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Ameritech-Ohio will provide recording, message processing and message detail services for (1) IXC transported calls as described in Exhibit I and Exhibit II, (Exhibits I and II are part of this Appendix by reference) and (2) local calls associated with MCI's end user customer use of resale or UNE. Exhibits I and II show the service options that are offered under this Agreement for IXC transported calls.

2 DEFINITIONS

- 2.1 "Access Usage Record (AUR)" - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 "Assembly and Editing" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 "Billing Company" - the company that bills for charges incurred.
- 2.4 "Billable Message" - a message record containing details of a completed call which is used for billing.
- 2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Records/Exchange Message Interface (EMR/EMI) formatted billing data between Ameritech-Ohio and the Billing Company.
- 2.6 "Data Transmission" - the forwarding by Ameritech-Ohio of message detail and/or access usage record detail in EMR/EMI format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 Intentionally Omitted.
- 2.8 "Interexchange Carrier (IXC)" - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 "Message Processing" - the creation of individual EMR or EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user customer and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 Intentionally Omitted.

- 2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to MCIIm for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through Ameritech-Ohio's internal network or national CMDS.
- 2.14 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 "Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.17 "800 Switching Control Point (SCP) Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an Ameritech-Ohio SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

3 RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

- 3.1 Ameritech-Ohio will record all IXC transported messages for MCIIm carried over all Feature Group Switched Access Services that are available to Ameritech-Ohio provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by Ameritech-Ohio-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by Ameritech-Ohio.
- 3.2 Standard Category 11 EMR/EMI record formats (210 bytes) for the provision of access usage record detail will be established by Ameritech-Ohio and provided to MCIIm. Ameritech-Ohio shall include the "From Number" of the call originator on each EMR/EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMR standards. Ameritech-Ohio will provide access usage record data within a timely manner and within the MECAB guidelines, but no later than ten (10) business days.
- 3.3 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end user customers, by specific groups of end user customers, by office, by feature group or by location.
- 3.4 Ameritech-Ohio will provide message detail to MCIIm in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.
- 3.5 In Exhibit II, MCIIm will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. Ameritech-Ohio reserves the right to limit the frequency of transmission to existing Ameritech-Ohio processing and work schedules, holidays, etc. For Ameritech-Ohio, data transmissions are performed on a daily basis, Monday – Friday.

- 3.6 Ameritech-Ohio will determine the number data files required to provide the access usage record detail to MCI.
- 3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. MCI may request that data, which has previously been successfully provided to MCI by Ameritech-Ohio, be re-provided by Ameritech-Ohio, at no additional charge if the record detail is within the last ninety (90) days. If the request is for detail records transmitted more than ninety (90) days prior to the request date, such recorded billable message detail and/or access usage record detail previously provided and lost or destroyed through no fault of Ameritech-Ohio will only be made available to MCI on an individual case basis at a cost determined by Ameritech-Ohio.
- 3.8 Intentionally Omitted.
- 3.9 Ameritech-Ohio will record the applicable detail necessary to generate access usage records and forward them to MCI for its use in billing access to the IXC.
- 3.10 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties. A pack shall conform to industry guidelines EMR standards.
- 3.11 When Ameritech-Ohio is notified that, due to error or omission, incomplete data has been provided to MCI, Ameritech-Ohio will make reasonable efforts to locate and/or recover the data and provide it to MCI at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCI. If written notification is not received within sixty (60) calendar days, Ameritech-Ohio shall have no further obligation to recover the data and shall have no further liability to the MCI.
- 3.12 If, despite timely notification by MCI, message detail is lost and unrecoverable as a direct result of Ameritech-Ohio having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, Ameritech-Ohio will estimate the volume of lost messages and associated revenue, with assistance from MCI, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.
- 3.13 Intentionally Omitted.
- 3.14 Intentionally Omitted.
- 3.15 Intentionally Omitted.
- 3.16 Intentionally Omitted.
- 3.17 Ameritech-Ohio as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by MCI in accordance with this agreement on a reciprocal, no-charge basis. MCI agrees to provide any and all Summary Usage Records (SURs) required by Ameritech-Ohio on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

4 RESPONSIBILITIES OF THE PARTIES FOR LOCAL CALLS ORIGINATED BY MCIm CUSTOMERS THROUGH RESALE OR UNE

- 4.1 Ameritech-Ohio will provide MCIm a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Ameritech-Ohio will provide MCIm with all originating and terminating call records for all UNE-P on user customer numbers and originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by Ameritech-Ohio in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail end user customers of Ameritech-Ohio within that state, (ii) with sufficient detail to enable MCIm to bill its end user customers for usage sensitive services furnished by Ameritech-Ohio in connection with Resale Services and Network Elements provided by Ameritech-Ohio. DUF records shall be based on call completion and not call attempts. Procedures and processes for implementing the interfaces with Ameritech-Ohio will be included in implementation requirements documentation.
- 4.2 To establish file transmission for the Daily Usage File, MCIm must provide a written request to Ameritech-Ohio, no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 4.3 Call detail for LEC-carried calls that are alternately billed to MCIm end user customers lines provided by Ameritech-Ohio through Resale or Network Elements will be forwarded to MCIm as rated call detail on the DUF.
- 4.4 Ameritech-Ohio shall bill MCIm for Usage Extract furnished by Ameritech-Ohio in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information." Pricing for Resale is listed as "Electronic Bill Information" in Appendix Pricing. Pricing for UNE DUF Exchange is listed as "Unbundled Local Switch Daily Usage Fee (DUF) in Appendix Pricing.
- 4.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to Ameritech-Ohio for billing, which would otherwise be processed by Ameritech-Ohio for its retail end user customers, will be returned to the IXC and will not be passed through to MCIm. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when Ameritech-Ohio records the message.
- 4.6 Intentionally Omitted.

- 4.7 Intentionally Omitted.
- 4.8 When Ameritech-Ohio is notified that, due to error or omission, incomplete data has been provided to MCI, Ameritech-Ohio will make reasonable efforts to locate and/or recover the data and provide it to MCI at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCI. If written notification is not received within sixty (60) calendar days, Ameritech-Ohio shall have no further obligation to recover the data and shall have no further liability to MCI.
 - 4.8.1 If, despite timely notification by MCI, message detail is lost and unrecoverable as a direct result of Ameritech-Ohio having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, Ameritech-Ohio will estimate the volume of lost messages and associated revenue, with assistance from MCI, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.
- 4.9 Intentionally Omitted.
- 4.10 Intentionally Omitted.
- 4.11 Intentionally Omitted.
- 4.12 Intentionally Omitted.
- 4.13 Ameritech-Ohio shall provide call records to support usage sensitive vertical features if these features are part of Ameritech-Ohio's resale or unbundled switching offerings in accordance to OBF guidelines.
- 4.14 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties.
- 4.15 A pack shall conform to industry guidelines (EMR standards).

**EXHIBIT I
SERVICES**

EXPLANATION OF SERVICE OPTIONS

**ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS
USAGE RECORDS**

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from MCI's End Office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to MCI.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from MCI's End Office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to MCI.

**ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS
USAGE RECORDS**

- Option #4:** MCI Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCI. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to MCI.
- Option #5:** MCI Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCI. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to MCI.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for MCI's End Office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to MCI.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

- Option #9:** This option has been withdrawn.
- Option 10:** Recording Company performs SCP function for MCI. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to MCI.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option 11:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.
- Option 12:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.
- Option 13:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.
- Option 14:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.
- Option 15:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.

MESSAGE PROVISIONING

- Option 16:** The Recording Company will forward all IXC transported message detail records or access usage records to MCI generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. MCI forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through Ameritech-Ohio's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily.)☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive AURs daily.)
- ☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

RESALE

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1 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Appendix describes several services that Ameritech-Ohio shall make available to MCIIm for resale pursuant to this Agreement. All services or offerings of Ameritech-Ohio which are to be offered for resale pursuant to the Act are subject to the terms herein. The services available for resale are listed in Appendix Pricing. Ameritech-Ohio shall make Telecommunications Services that Ameritech-Ohio provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations.
- 1.2 At the request of MCIIm, and pursuant to the requirements of the Act, Ameritech-Ohio will make available to MCIIm on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that Ameritech-Ohio currently provides as set forth in Appendix Pricing or may offer hereafter. Ameritech-Ohio shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by Ameritech-Ohio for resale, and the service functions and support functions provided by Ameritech-Ohio to MCIIm pursuant to this Agreement are collectively referred to as "Local Service."
- 1.3 * MCIIm may not resell services to other Telecommunications carriers, services purchased under this Appendix.

2 GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. Ameritech-Ohio shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. Section 64.1100, to the process for end-user selection of a primary local exchange carrier. Ameritech-Ohio shall not require a written letter of authorization and shall not require a disconnect order to process a MCIIm order for local service.
- 2.2 Prior to submitting an order under this Appendix, MCIIm shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Section 258(b) of the Act. Ameritech-Ohio shall abide by the same applicable laws and regulations.
- 2.3 Only an end user customer can initiate a challenge to a change in its local service provider. If an end user customer notifies Ameritech-Ohio or MCIIm that the end user customer requests local exchange service, the Party receiving such request shall be free to provide service to such end user customer, except in those instances, where available, the end user customer's account is local PIC protected (e.g., Customer Choice Protection). It is the responsibility of the end user customer to provide authorization in an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
- 2.4 Ameritech-Ohio shall be free to connect an end user customer to any CLEC based upon that CLEC's request and statement that proper authorization has been obtained. MCIIm shall make any such authorization it has obtained available to Ameritech-Ohio upon request and at no charge. MCIIm shall maintain records of such authorization consistent with all current and future Federal Communication Commission (FCC) Orders and all applicable state rules and CFR 47, Section 64.1100 (a).
- 2.5 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the

direction of the end user customer's authorized agent. Further, when an end user customer abandons its premise, Ameritech-Ohio is free to reclaim the facilities for use by another end user customer and is free to issue service orders required to reclaim such facilities.

- 2.6 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a third-party. If Ameritech-Ohio, upon request of MCI, agrees to investigate an alleged incidence of slamming, Ameritech-Ohio shall charge MCI an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee." This fee shall not be charged if Ameritech-Ohio is guilty of slamming.
- 2.7 Should Ameritech-Ohio receive an order from MCI for services under this Appendix, and Ameritech-Ohio is currently providing the same services to another local service provider for the same end user customer, MCI agrees that Ameritech-Ohio will notify the local service provider from whom the end user customer is being converted of MCI's order. It shall then be the responsibility of the former local service provider of record and MCI to resolve any issues related to the end user customer. This section shall not apply to new or additional lines and services purchased by the end user customer from multiple CLECs or from Ameritech-Ohio.
- 2.8 MCI is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCI.
- 2.9 Ameritech-Ohio shall not be responsible for the manner in which MCI bills. All applicable rates and charges for services provided to MCI under this Appendix will be billed directly to MCI and shall be the responsibility of MCI regardless of MCI's ability to collect. MCI shall not be responsible for payment of charges for any retail services furnished and billed by Ameritech-Ohio directly to end user customers.

3 PRICING

- 3.1 The wholesale discount is reflected in the Appendix Pricing of this Agreement.
- 3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCI at wholesale rates as specified in Appendix Pricing, and shall be no less favorable than the wholesale rates made available by Ameritech-Ohio to comparable CLECs; provided, however, pursuant to Section 252 of the Act, implementing regulations and any court decisions applicable thereto, Ameritech-Ohio shall make available to MCI for resale, without unreasonable delay, any local service which Ameritech-Ohio offers to any other CLEC for resale contained in any agreement to which Ameritech-Ohio is a Party that has been filed and approved by the Commission.

4 RESALE RESTRICTIONS

- 4.1 To the extent consistent with applicable federal and state rules and regulations, MCI may resell local services to provide Telecommunications Services. Ameritech-Ohio will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that Ameritech-Ohio has grandfathered or grandfathers in the future may only be resold to current subscribers of the same grandfathered services.

- 4.2 Ameritech-Ohio shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. Ameritech-Ohio retail promotions of ninety (90) days or less are not available to MCIIm for resale.
- 4.3 MCIIm shall only resale services to the same category of subscriber to whom Ameritech-Ohio offers such services (for example, residence service shall not be resold to business subscribers).
- 4.4 MCIIm shall not use a resold service to avoid the rates, terms and conditions of Ameritech-Ohio's corresponding retail tariff.
- 4.5 MCIIm shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that MCIIm may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 4.6 A Federal End User Common Line charge and any other appropriate approved charges, as set forth in the appropriate Ameritech-Ohio federal and applicable state tariff(s) will apply to each local exchange line furnished to MCIIm under this Appendix for resale.
- 4.7 To the extent allowable by law, MCIIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIIm for resale. MCIIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing
- 4.8 Ameritech-Ohio shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIIm shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are at retail by Ameritech-Ohio as the incumbent local exchange carrier.
- 4.9 Ameritech-Ohio's services are not available at wholesale rates to MCIIm for its own use or for the use of any of MCIIm's affiliates and/or subsidiaries or the use of MCIIm's parent or any affiliate and/or subsidiary of MCIIm's parent company, if any.
- 4.10 * Unless permitted by tariff, MCIIm shall not permit the sharing of a service by multiple end user customer(s) or the aggregation of traffic from multiple end user customers onto a single service.
- 4.11 Intentionally Omitted.

5 DIALING AND SERVICE PARITY, NUMBER RETENTION

- 5.1 Unless technically infeasible, for resold service Ameritech-Ohio shall ensure that all MCIIm end user customers experience the same dialing parity as comparable Ameritech-Ohio end user customers, such that, for all call types: (i) an MCIIm end user customer is not required to dial any greater number of digits than a comparable Ameritech-Ohio end user customer; (ii) the MCIIm end user customer may retain its local telephone number with no loss of switch features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and

transmission quality experienced by an MCI end user customer is at least equal in quality to that experienced by a comparable Ameritech-Ohio end user customer. This subsection shall also apply to the local portion of 1+ intraLATA and interLATA calls.

- 5.2 For resold services, Ameritech-Ohio shall ensure that all MCI end user customers experience the same service levels as comparable Ameritech-Ohio end user customers, and that there is no loss of switch features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat rate services; same extended local free calling area.

6 CHANGES IN RETAIL SERVICE

- 6.1 Ameritech-Ohio will notify MCI of any changes in the terms and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any features, functions, services or promotions or the discontinuance of current features or services, in accordance with state commission guidelines.
- 6.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

7 REQUIREMENTS FOR SPECIFIC SERVICES

- 7.1 * Centrex Requirements. MCI shall only sell Plexar™, Centrex and Centrex-like services to a single end user customer or multiple end user customer(s) in accordance with the terms and conditions set forth in the corresponding Ameritech-Ohio retail tariff(s).
- 7.1.1 CLASS and Custom Features Requirements. Where deployed, and at MCI's option, MCI may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an end user customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.
- 7.1.1.1 All features and functions of CENTREX Service, where deployed, whether offered under tariff or otherwise, shall be available to MCI for resale, including any geographic or customer class restrictions which may be imposed by applicable federal and state orders.
- 7.1.1.2 MCI may purchase the entire set of CENTREX features or a subset of any one or any combination of such features that are available for resale per the state specific tariff. Updates to Ameritech-Ohio's feature offerings will be distributed to MCI via accessible letter and/or the Ameritech-Ohio's CLEC website.
- 7.1.2 All service levels and features of CENTREX Service provided by Ameritech-Ohio for resale by MCI shall be at parity to those provided to Ameritech-Ohio's end user customers.
- 7.1.3 Intentionally Omitted.

- 7.1.4 MCIIm may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.
- 7.2 MCIIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCIIm resells services that require certification on the part of the end user customer, MCIIm shall ensure that the end user customer has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
 - 7.2.1 Intentionally Omitted.
 - 7.2.1.1 Intentionally Omitted.
 - 7.2.1.2 Intentionally Omitted.
 - 7.2.1.3 Intentionally Omitted.
 - 7.2.2 This section applies only to Ameritech-Ohio:
 - 7.2.2.1 Ameritech-Ohio LifeLine and Link-Up services are not available for resale.
 - 7.2.2.2 When an end user customer is currently receiving Ameritech-Ohio LifeLine or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. MCIIm may view this indicator on the CSR.
 - 7.2.2.3 MCIIm may obtain LifeLine or Link-Up indicator data from Ameritech-Ohio existing retail CSR for the end user customer for the sole purpose of enabling MCIIm to determine whether the end user customer may be eligible for any similar program(s) MCIIm may offer.
 - 7.2.2.4 MCIIm is exclusively responsible for all aspects of any similar MCIIm-offered program, including ensuring that any similar MCIIm-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary end user customer certifications and re-certifications, submitting written designation that any of MCIIm's end user customer or applicants are eligible to participate in such programs, submitting MCIIm's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
 - 7.2.2.5 If no Ameritech-Ohio LifeLine and/or Link-Up indicator is present on the CSR for the end user customer's current retail account, such end user customer is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by Ameritech-Ohio.
- 7.3 Intercept and Transfer Services. Ameritech-Ohio shall provide intercept and transfer services to MCIIm for MCIIm's end user customers on the same basis as such services are available to comparable Ameritech-Ohio end user customers.

- 7.4 E911/911 Services. Ameritech-Ohio shall provide to MCI, for MCI end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to Ameritech-Ohio's end user customers. When requested by Ameritech-Ohio, MCI shall provide Ameritech-Ohio with accurate and complete information regarding MCI's end user customer(s) in a format and time frame prescribed by Ameritech-Ohio for purposes of E911 administration. Ameritech-Ohio shall provide and validate MCI end user customer information to the PSAP.
- 7.5 MCI shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges.
- 7.6 Where technically feasible, the Parties will begin developing a direct-dial method for end user customers to confirm their local exchange carrier selection. The agreed-upon method will allow MCI and Ameritech-Ohio end user customers to dial the same digits to confirm that their calls are being carried by their chosen local service provider. The method may, for example, function similarly to the "700" number used nationally to confirm presubscribed interexchange carrier selections. It must not foreclose migration to a nationwide confirmation method if one is developed. If the Parties cannot agree to a new method within sixty (60) days after MCI's written request, either Party may invoke the Dispute Resolution Process set forth in Appendix General Terms and Conditions of this Agreement.

8 SUPPORT FUNCTIONS FOR RESOLD SERVICES

- 8.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.
- 8.2 For issues involving Customized Routing, see Appendix OS and Appendix DA.
- 8.3 Operator Services calls which, at MCI's option, are routed to Ameritech-Ohio, will meet the following requirement:
 - 8.3.1 Ameritech-Ohio will provide OS/DA to MCI which meet or exceed the Performance Measurements which Ameritech-Ohio provides to itself and its own end user customers.
- 8.4 Branding
 - 8.4.1 Except where otherwise required by law, MCI shall not, without Ameritech-Ohio's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of Ameritech-Ohio or its Affiliates, nor shall MCI state or imply that there is any joint business association or similar arrangement with Ameritech-Ohio in the provision of Telecommunications Services to MCI's end user customers.
 - 8.4.2 Where available, Ameritech-Ohio will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:
 - 8.4.2.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
 - 8.4.2.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

8.4.2.3 Where Ameritech-Ohio provides MCIIm OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, separate brands will be required.

8.4.2.4 MCIIm will provide to Ameritech-Ohio a branding configuration.

8.4.3 Call Branding

8.4.3.1 Ameritech-Ohio will brand OS/DA based upon the information provided by MCIIm and as outlined below:

8.4.3.2 Intentionally Omitted.

8.4.3.3 Ameritech-Ohio - MCIIm will provide recorded announcement(s) to be used to brand MCIIm's OS/DA calls in accordance with the process outlined in the OSQ.

8.4.3.4 Ameritech-Ohio - MCIIm will provide written specifications to be used by Ameritech-Ohio to brand MCIIm OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ.

8.4.4 Branding Load Charges (see Appendix OS and Appendix DA)

8.5 OS/DA RATE/REFERENCE INFORMATION (see Appendix OS and Appendix DA)

8.6 Directory Assistance (DA)

8.6.1 Ameritech-Ohio will include the MCIIm end user customer listing in its Directory Assistance database as part of the service order process. Ameritech-Ohio will honor MCIIm end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCIIm requested in the Ameritech-Ohio database which is used to perform Directory Assistance functions. Ameritech-Ohio shall permit MCIIm end user customers the option of having a non-listed telephone number; this option will be provided at the same price Ameritech-Ohio charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. Ameritech-Ohio will provide Directory Assistance service to MCIIm that equals the Directory Assistance Service Ameritech-Ohio provides to itself and its own end user customers.

8.6.2 Intentionally Omitted.

8.7 Ameritech-Ohio will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

- 8.8 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's end user customer to the repair number supplied by the appropriate Party.
- 8.9 When MCIIm customize routes Operator Services and Directory Assistance to an alternate operator service provider, Busy Line Verification and Emergency Line Interrupt shall be implemented. Until such time that an electronic interface is made available by Ameritech-Ohio to access Ameritech-Ohio data base for Operator Services, if MCIIm has purchased the resale line without Ameritech-Ohio Operator Services, Ameritech-Ohio will offer Operator-to-Operator BLV/BLVI to MCIIm on a non-discriminatory basis, in accordance with LERG instructions. Ameritech-Ohio requires that a reciprocal BLV/BLVI network be established between Ameritech-Ohio and MCIIm's operator service provider.
- 8.10 Access to the Line Information Database. Ameritech-Ohio shall update and maintain MCIIm end user customer information, as received by MCIIm, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for Ameritech-Ohio end user customers.
- 8.11 Telephone Line Number Calling Cards. MCIIm may choose to enable a MCIIm calling card based upon the telephone number of a resold line. The use of such a calling card will depend upon the use of Ameritech-Ohio's LIDB. To enable such a calling card, MCIIm shall provide (on the order for the resale line), a four digit numerical pin number which will be used by the end user customer in the use of the MCIIm calling card. Ameritech-Ohio will provide billing usage data via the established mechanisms.
- 8.12 End Office Features. Ameritech-Ohio shall provide for resale the same end-office switch features that are available to Ameritech-Ohio's end-user customers, including, but not limited to CLASS features, Custom Features, and AIN features.
- 8.13 Call Blocking. Upon MCIIm's request, Ameritech-Ohio will provide blocking on a line by line basis of an MCIIm end user customer's access to any or all of the following call types: 700, 900, 976, bill to third and collect, and such other call types for which Ameritech-Ohio provides blocking to comparable end user customers. If MCIIm does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCIIm to order the appropriate toll restriction or blocking on lines resold to end user customers. MCIIm acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. MCIIm shall not be responsible for any charges for calls for which blocking is not available or calls which bypass the blocking systems except for calls intentionally by-passed by MCIIm users.
- 8.14 Law Enforcement and Service Annoyance. Ameritech-Ohio and MCIIm will develop procedures to handle requests from law enforcement agencies for service termination, wire taps and provisions of customer usage data pursuant to a lawful process as well as procedures to handle MCIIm end user customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process for MCIIm to interface with Ameritech-Ohio regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis. Notwithstanding the above, MCIIm shall not be relieved of its obligations in respect of requests from law enforcement agencies during the time the Parties are developing procedures referenced in this paragraph.

9 SERVICE FUNCTIONS

Ameritech-Ohio shall allow MCIIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface.

Ameritech-Ohio shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

- 9.1 Work Order Processes. Ameritech-Ohio shall ensure that all work order processes used to provision local service to MCIIm for resale meet the service parity requirements set forth in other Appendices within this Agreement.
 - 9.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.
- 9.2 Point of Contact for the MCIIm end user customer. Except as otherwise provided in this Agreement, MCIIm shall be the single and sole point of contact for all MCIIm end user customers.
- 9.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.
- 9.4 The Parties ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, and (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others services during such inquiries.
- 9.5 Single Point of Contact. Each Party shall provide the other Party with a single point of contact ("SPOC") for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 9.6 Maintenance. Maintenance will be provided by Ameritech-Ohio in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement.
- 9.7 Repair – Intentionally Omitted
 - 9.7.1 Intentionally Omitted.
- 9.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.
- 9.9 "As Is" Transfers of End User Customer Accounts. Ameritech-Ohio shall allow MCIIm to initiate "As Is" transfers of local exchange telecommunications services. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific end user customer account.
- 9.10 Advanced Intelligent Network. Where technically feasible and available, the Parties agree to negotiate terms and conditions pertaining to the resale of Ameritech-Ohio tariffed retail services which utilize AIN features and functions as they become available.
- 9.11 Conversion Related Charges. When an end user customer converts existing service to MCIIm's resold service of the same type without any additions or changes, charges for such conversion if approved by the state commission, will apply as set forth in Appendix Pricing in the "Other (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

- 9.12 When an end user customer(s) subscribes to MCI resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 9.13 When MCI converts an end user customer(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge, if approved by the state commission. MCI will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 9.14 For the purposes of ordering services furnished under this Appendix, each request for new service (that is, service not currently being provided to the end user customer on Ameritech-Ohio's network, without regard to the identity of that end user customer's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 9.15 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same end user customer premises to which a residential line is currently provided on Ameritech-Ohio's network, without regard to the identity of that customer end user customer's non-facilities based local service provider of record.

SS7

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by Ameritech-Ohio to MCI. CCS/SS7 is comprised of certain Network Elements, including but not limited to, Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such Network Elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

2 SERVICE DESCRIPTION

- 2.1 Intentionally Omitted.
- 2.2 Ameritech-Ohio shall provide nondiscriminatory access to SS7 to MCI.
- 2.2.1 When MCI purchases unbundled switching capability from Ameritech-Ohio, Ameritech-Ohio shall provide access from that switch in the same manner in which it obtains such access itself.
- 2.2.2 Ameritech-Ohio shall provide access to its signaling network for each of MCI's switches. This connection shall be made in the same manner as Ameritech-Ohio connects one of its own switches to a STP.
- 2.2.2.1 Up on request, Ameritech-Ohio shall provide an unbundled signaling link from its STP to MCI's switch.
- 2.2.2.2 MCI may bring its own signaling link from its switch to Ameritech-Ohio's STP.
- 2.3 SS7 Transport
- 2.3.1 In Ameritech-Ohio, MCI (because it is an affiliate of an IXC already connected with Ameritech-Ohio's SS7 gateway network) need interconnect only with the state gateway STPs. SS7 Transport provides for the routing and screening of SS7 messages from an Ameritech-Ohio pair of designated Gateway STPs (i.e., a mated pair) to another Ameritech-Ohio pair of STPs within the same state only. The screening of messages provides for MCI designation of signaling points associated with MCI and controls which messages may be allowed by the Ameritech-Ohio STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.
- 2.3.2 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Local Number Portability services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of Ameritech-Ohio's STP.

- 2.4 Dedicated Signaling Links
 - 2.4.1 Dedicated Signaling Links provide interconnection to Ameritech-Ohio's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between MCIIm STPs or switches and the Ameritech-Ohio STP mated pair. In Ameritech-Ohio the SPOIs are always collocated in the Ameritech-Ohio STP serving offices. This means of collocation is required in Ameritech-Ohio for access to the Ameritech-Ohio STP. The links are fully dedicated to the use of MCIIm and provide the screening and routing usage for all parts of the SS7 protocol for the Ameritech-Ohio STP to which the link is connected.
- 2.5 Dedicated Signaling Links include the following elements:
 - 2.5.1 SS7 Link Cross Connect
 - 2.5.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the Ameritech-Ohio STP building and connects the STP Port Termination to MCIIm's SPOI.
 - 2.5.2 STP Port Termination
 - 2.5.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an Ameritech-Ohio STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at an Ameritech-Ohio STP.
 - 2.5.3 STP Access Link
 - 2.5.3.1 The STP Access Link provides a 56-kilobit per second digital facility when MCIIm requires an interoffice facility to connect from MCIIm's SPOI to the STP building location.
- 2.6 MCIIm shall provide the portion of the signaling link from MCIIm premises within the LATA to the Ameritech-Ohio STP location or MCIIm's SPOI. MCIIm shall identify the DS1 or channel of a DS1 that will be used for the signaling link.
- 2.7 MCIIm shall identify to Ameritech-Ohio the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location Ameritech-Ohio shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.
- 2.8 When MCIIm uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, MCIIm acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.
- 2.9 Dedicated Signaling Links are subject to Ameritech-Ohio compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE. Each individual set of links from MCIIm's switch to Ameritech-Ohio STP will require a pre ordering meeting to exchange information and schedule testing for certification by Ameritech-Ohio.

2.10 Dedicated Signaling Links Technical Requirements

2.10.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

- 2.10.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
- 2.10.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.10.2 When MCIIm provides its own switch or STP, MCIIm will provide DS1 (1.544 Mbps) interfaces at MCIIm-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.10.3 In each LATA in which MCIIm desires Dedicated Signaling Links for interconnection to the Ameritech-Ohio SS7 Signaling Network, Dedicated Signaling Links shall be established to each STP of a mated pair of STPs.

2.10.4 MCIIm assumes the responsibility to ensure diverse routing of MCIIm signaling links from MCIIm's switch to MCIIm's SPOI. Ameritech-Ohio will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities.

2.10.5 When MCIIm requests that Ameritech-Ohio add a Signaling Point Code (SPC), MCIIm will identify to Ameritech-Ohio the SPCs associated with MCIIm set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix Pricing.

2.10.6 MCIIm will notify Ameritech-Ohio in writing thirty (30) days in advance of any material change in MCIIm's use of such SS7 signaling network, including but not limited to any change in MCIIm SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.11 Signaling Transfer Points (STPs)

2.11.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.11.2 Ameritech-Ohio will route MCIIm traffic as defined by the MCIIm.

2.11.3 SS7 Transport will apply to SS7 messages transported on behalf of MCIIm from an Ameritech-Ohio designated STP pair to a Ameritech-Ohio STP pair. In Ameritech-Ohio the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

2.11.4 In such instance as MCIIm utilizes Ameritech-Ohio's Unbundled Local Switching Network Element, MCIIm does not separately order SS7 signaling under this method. MCIIm will be charged for the use of the Ameritech-Ohio SS7 signaling on a per call basis.

2.12 STP Technical Requirements

- 2.12.1 Ameritech-Ohio shall provide nondiscriminatory access to all associated signaling and signaling connectivity at the STP necessary for call routing and completion. STPs will provide signaling connectivity to the following Network Elements connected to the Ameritech-Ohio SS7 network including but not limited to: Ameritech-Ohio Local Switching or Tandem Switching; Ameritech-Ohio Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-Party-provided STPs.
- 2.12.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by MCIIm at the Ameritech-Ohio STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. MCIIm may specify screening parameters so as to allow transient messages to cross the Ameritech-Ohio SS7 Network. The Parties will identify to each other the GTT type information for message routing. MCIIm will pay a non-recurring charge when MCIIm requests Ameritech-Ohio add GTT type information for message routing, in connection with its use of unbundled signaling.

2.13 Interface Requirements

- 2.13.1 Ameritech-Ohio will provide STP interfaces to terminate A-links, B-links, and D-links.
- 2.13.2 MCIIm will designate the SPOI for each link. MCIIm will provide rate (speed) transport interface at each SPOI per Industry Standards.
- 2.13.3 Ameritech-Ohio will provide intraoffice diversity to the same extent it provides itself such diversity.

3 MANNER OF PROVISIONING

3.1 SS7 Transport

- 3.1.1 Ameritech-Ohio shall provide information to MCIIm on the routes and signaling point codes served by the Ameritech-Ohio STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.
- 3.1.2 SS7 Transport shall route TCAP queries pursuant to the SS7 Protocol to the Ameritech-Ohio "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from an Ameritech-Ohio "regional" STP pair to another Ameritech-Ohio STP pair.
- 3.1.3 When Ameritech-Ohio does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other Ameritech-Ohio pairs of STPs, until ordered. When Ameritech-Ohio or MCIIm, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the Ameritech-Ohio signaling network pursuant to the standard requirements of the SS7 protocol.

- 3.2 Disputes concerning the association of a signaling point among specific link sets associated with a Ameritech-Ohio mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.
- 3.3 Dedicated Signaling Links
 - 3.3.1 MCIIm shall designate the signaling points and signaling point codes associated with MCIIm. MCIIm shall provide such information to Ameritech-Ohio to allow Ameritech-Ohio to translate Ameritech-Ohio STPs. The information shall define the screening and routing information for the signaling point codes of MCIIm and may include global title address, translation type and subsystem designations as needed.
 - 3.3.2 Signaling links from Ameritech-Ohio mated pairs of STPs shall connect to MCIIm's premises (including collocation locations) within the same LATA. A set of links can be either:
 - 3.3.2.1 "A" Link Sets from MCIIm's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
 - 3.3.2.2 "B" Link Sets from MCIIm's STPs that are connected to Ameritech-Ohio's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
 - 3.3.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
 - 3.3.4 A pre-order meeting will define the Ameritech-Ohio facility availability and the degree of diversity in both the Ameritech-Ohio physical network and MCIIm's physical network from signaling point to signaling point for the link.
 - 3.3.5 When MCIIm requires a STP Access Link, MCIIm and Ameritech-Ohio shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.
 - 3.3.6 All applicable signaling point codes for each signaling link must be installed at each of Ameritech-Ohio's interconnecting STPs.
 - 3.3.7 Call set-up times may be adversely affected when (1) MCIIm, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network, (2) multiple STP pairs are involved or (3) when the signaling traffic is exchanged between two non-Ameritech-Ohio signaling points.
 - 3.3.8 Provisioning of the SS7 Service is in accordance Ameritech-Ohio AM-TR-OAT-000069 and GR-905-CORE, as amended.

3.4 Use of the STP

- 3.4.1 When MCIm orders Ameritech-Ohio unbundled Local Switching, the use of the STP shall apply. No order or provisioning by MCIm is needed. The Ameritech-Ohio Local Switch will use the Ameritech-Ohio SS7 signaling network.

4 RESPONSIBILITIES OF AMERITECH-OHIO

- 4.1 Ameritech-Ohio shall manage its portion of the network and, apply protective controls in accordance with industry standards. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of Ameritech-Ohio or MCIm facilities, natural disasters, mass calling or national security demands.
- 4.2 Ameritech-Ohio shall determine the GTT route for messages routed to GTT, which are associated with Ameritech-Ohio signaling points.
- 4.3 Ameritech-Ohio shall define regional functions and local functions of its STPs. Ameritech-Ohio will route ISUP messages within the Ameritech-Ohio signaling network, subject to technical feasibility.
- 4.4 Ameritech-Ohio shall route messages generated by the action of MCIm throughout the Ameritech-Ohio signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. Ameritech-Ohio will not use any information within messages for any purpose not required by or related to the use of the Ameritech-Ohio signaling network. Ameritech-Ohio will not divulge any SS7 message or any part of SS7 messages generated by MCIm to any other party, except as required to manage the Ameritech-Ohio signaling network pursuant to industry standards or as may be required by law.

5 RESPONSIBILITIES OF MCIm

- 5.1 MCIm shall provision the signaling links at MCIm's premises and from MCIm's premises to Ameritech-Ohio's STP location in a diverse, reliable and technically feasible manner. MCIm shall identify to Ameritech-Ohio the SPC(s) associated with the MCIm set of links.
- 5.2 MCIm shall identify to Ameritech-Ohio the GTT information for messages that route to MCIm.
- 5.3 When routing messages addressed to an Ameritech-Ohio Subsystem Number (SSN), MCIm shall use the Ameritech-Ohio defined SSN designation of the Ameritech-Ohio mated STP pair to which the message is routed.
- 5.4 MCIm shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the Ameritech-Ohio signaling network.
- 5.5 MCIm shall furnish to Ameritech-Ohio, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year non-binding forecast of usage of the SS7 Signaling network. The non-binding forecast shall include total annual volume and busy hour busy month volume. Ameritech-Ohio shall utilize the non-binding forecast solely in its own efforts to project further facility requirements. MCIm shall not be required to provide Ameritech-Ohio with any forecasts required by this Section 5.5 if MCIm does not order SS7 Service from Ameritech-Ohio pursuant to this Appendix SS7.

- 5.6 For any forecast provided pursuant to Section 5.5 of this Appendix SS7, MCIIm shall inform Ameritech-Ohio in writing thirty (30) days in advance of any change in MCIIm's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by MCIIm to be forwarded to Ameritech-Ohio's network. MCIIm shall provide in said notice the reason, by individual SS7 service, for the volume change.

6 DESCRIPTION OF RATE ELEMENTS AMERITECH-OHIO

- 6.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an Ameritech-Ohio end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 6.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.
- 6.3 Signal Formulation
- 6.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the Ameritech-Ohio tandem for MCIIm to Ameritech-Ohio terminated calls.
- 6.4 Signal Transport
- 6.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the Ameritech-Ohio end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the Ameritech-Ohio end office (excluding LIDB and 800 Access Service).
- 6.5 Signal Switching
- 6.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).
- 6.6 Signal Tandem Switching
- 6.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an Ameritech-Ohio STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

RIGHTS OF WAY

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by Ameritech-Ohio to MCIIm .
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 The prices at which Ameritech-Ohio agrees to provide MCIIm with ROW are contained in the applicable Appendix Pricing.

2 DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors, which are owned by Ameritech-Ohio, as distinguished from anchors, which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.
- 2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 2.4 Approved Vendor. A vendor who is qualified by Ameritech-Ohio for installation, maintenance, and/or repair. Ameritech-Ohio shall not unreasonably withhold approval of vendors.
- 2.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by an entity with authority to attach. To ensure the judicious use of poles and conduits, space "assigned" must be physically occupied by said entity within 9 months of the space being "assigned".
- 2.6 Available. The term "available", when used with respect to conduit or duct space or pole telecommunication space, refers to any usable space in such conduit or duct, or any usable telecommunication space on such pole not assigned to a specific provider at the applicable time.
- 2.7 Conduit Occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within Ameritech-Ohio's conduit system.

- 2.8 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes or hand holes joined to form an integrated hole. As used in this Agreement, the term "conduit system" does not include (a) cable and other telecommunications equipment located in conduit structure or (b) central office vaults, controlled environmental vault, or other Ameritech-Ohio structures (such as huts and cabinets) which branch off from or are connected to Ameritech-Ohio conduit. In this Appendix, the term refers to conduit systems owned or controlled by Ameritech-Ohio.
- 2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.
- 2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 2.11 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 2.12 Insufficient Capacity. The lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so.
- 2.13 Licensee. The term "licensee" refers to MCIIm which has entered or may enter into an agreement or arrangement with Ameritech-Ohio permitting MCIIm to place its facilities in Ameritech-Ohio's conduit system or attach its facilities to Ameritech-Ohio's poles or anchors. Licensee and MCIIm may be used interchangeably throughout this Appendix.
- 2.14 Intentionally Omitted.
- 2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment permits issued by Ameritech-Ohio prior to the date of this Agreement.
- 2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare Ameritech-Ohio's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCIIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIIm's facilities and not to meet Ameritech-Ohio's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of Ameritech-Ohio's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIIm's facilities.
- 2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a covered hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

- 2.18 Modification. Shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a “modification,” while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a “modification.”
- 2.19 Occupancy. The term “occupancy” shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.
- 2.20 Permit. Shall mean written permission granted by Ameritech-Ohio to MCI to construct and operate its attachment at the locations of Ameritech-Ohio Structure(s).
- 2.21 Intentionally Omitted.
- 2.22 Intentionally Omitted.
- 2.23 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by Ameritech-Ohio), and does not include utility poles or anchors with respect to which (Ameritech-Ohio has no legal authority to permit attachments by other persons or entities and does not include cables and other telecommunication equipment attached to pole structures.
- 2.24 Pre-permit (Field) Survey. The term "pre-permit survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCI's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCI's facilities.
- 2.25 Rights-of-way includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by Ameritech-Ohio which is not used or suitable for distribution facilities such as business offices or corporate offices.
- 2.26 Intentionally Omitted.
- 2.27 Intentionally Omitted.
- 2.28 Intentionally Omitted.
- 2.29 Intentionally Omitted.

3 STRUCTURE AVAILABILITY

- 3.1 Ameritech-Ohio shall make available, pursuant to the Act and FCC rules and regulations , access to poles, ducts, conduits and Rights-of-way along Ameritech-Ohio's distribution network that are owned or controlled by Ameritech-Ohio (individually and collectively, “Structure”) for the placement of MCI's wires, cables and related facilities (individually and collectively, “attachments”).
- 3.2 Nothing contained in this Appendix shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCI

may have under the provisions of any applicable federal or state laws or regulations governing access to Ameritech-Ohio's poles, conduits and ducts.

3.3 Ameritech-Ohio will not make Structure available:

- 3.3.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested attachment, or;
- 3.3.2 An attachment cannot be accommodated based upon nondiscriminatory applied safety, reliability or engineering principles.
- 3.3.3 Before denying a request for access based upon Insufficient Capacity, Ameritech-Ohio will, in good faith explore potential accommodations with MCI. If Ameritech-Ohio denies a request by MCI for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech-Ohio will provide MCI a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

3.4 Franchises, Permits and Licenses

- 3.4.1 MCI shall be responsible to secure any necessary franchises, permits, licenses and/or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its attachments at the location of the Ameritech-Ohio Structure it uses.
- 3.4.2 Permits granted by Ameritech-Ohio under this attachment authorize MCI to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by Ameritech-Ohio but do not affect the rights of landowners to control terms and conditions of access to their property.
- 3.4.3 Ameritech-Ohio shall issue to MCI one or more licenses authorizing MCI to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by Ameritech-Ohio located within this State on a first come, first served basis. If Ameritech-Ohio determines that the pole, conduit or duct space specifically requested by MCI is necessary to meet Ameritech-Ohio's present needs or is licensed by Ameritech-Ohio to another licensee, Ameritech-Ohio shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCI's facilities will enter and exit Ameritech-Ohio's conduit system and the specific location and manner of installation for any associated equipment which is permitted by Ameritech-Ohio to occupy the conduit system or right-of-way, provided that Ameritech-Ohio shall provide written notice to MCI within forty-five (45) days following MCI's request specifying in detail the reasons for denying MCI's request. If MCI disagrees with Ameritech-Ohio's determination, the matter shall be resolved in accordance with the Alternative Dispute Resolution Process.
- 3.4.4 Licenses Required
 - 3.4.4.1 Before placing any facilities in Ameritech-Ohio's conduits or ducts or attaching any facilities to Ameritech-Ohio's poles, anchors or anchor/guy strands, MCI must first apply for

and receive a written license from Ameritech-Ohio. Ameritech-Ohio shall not unreasonably deny or delay issuance of any license, and in any event, Ameritech-Ohio shall issue such license within fifteen (15) Business Days from the submission of the license application if make-ready work is not required. If make-ready work is required, Ameritech shall issue such license at the same time the make-ready work is completed pursuant to Section 5.1.1.

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

4 APPLICATION PROCESS

4.1 Provision of Records

- 4.1.1 In order to obtain information regarding facilities, MCI shall make a written request to Ameritech-Ohio, identifying with reasonable specificity the geographic area for which facilities are required. In response to such request, Ameritech-Ohio shall provide MCI with information regarding the types, quantity and location (which may be provided by provision of route maps) of Ameritech-Ohio poles, conduit and right-of-way located within the geographic area specified by MCI within twenty (20) Business Days. Provision of information herein shall include the right of MCI employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCI's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the Parties.
- 4.1.2 For any information that is readily available, Ameritech-Ohio shall use its best efforts to produce said information within five (5) days of the written requests. MCI may elect to be present at any field based survey of facilities identified pursuant to this paragraph and Ameritech-Ohio shall provide MCI at least forty-eight (48) hours' notice prior to initiating such field survey. MCI employees or agents shall be permitted to enter Ameritech-Ohio manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to Ameritech-Ohio, with an Ameritech-Ohio representative present and at MCI's expense.
- 4.1.3 Ameritech-Ohio will provide MCI, at MCI's request and expense, with access to maps, records and additional information relating to its Structure; provided that Ameritech-Ohio may redact any Proprietary Information (of Ameritech-Ohio or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to MCI. Ameritech-Ohio does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by MCI and such materials may not be resold, licensed or distributed to any other person.

4.2 Application Form and Fees

- 4.2.1 Any request by MCI_m for access to Ameritech-Ohio's Structure shall be in writing and submitted to Ameritech-Ohio's Structure Access Center. Each MCI_m's attachment to Ameritech-Ohio's Structure shall be pursuant to a permit issued by Ameritech-Ohio for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech-Ohio's Structure, administration of the process of delivery of access to Ameritech-Ohio's Structure and for all other matters relating to access to Ameritech-Ohio's Structure. MCI_m may obtain copies of forms and contact information for the Ameritech-Ohio region via the following website: <http://asac.ameritech.com>. Ameritech-Ohio will notify MCI_m of any changes to this website address.

4.3 Prepermit (Field) Survey

- 4.3.1 After MCI_m has submitted its written application for a license, a prepermit survey (including a field inspection) will be performed by either Party, if allowed by applicable union contract, in the company of a representative of the other Party, as mutually agreed, to determine whether Ameritech-Ohio's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCI_m's facilities, without substantially interfering with the ability of Ameritech-Ohio or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of Ameritech-Ohio's conduit system or facilities attached to Ameritech-Ohio's pole or placed within or connected to Ameritech-Ohio's conduit system. If MCI_m gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCI_m's expense.
- 4.3.2 Based on information provided by Ameritech-Ohio, MCI_m shall determine whether Ameritech-Ohio's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCI_m's needs.
- 4.3.3 Ameritech-Ohio may not unreasonably refuse to continue to process an application based on Ameritech-Ohio's determination that MCI_m's proposed use of Ameritech-Ohio's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCI_m acknowledges that Ameritech-Ohio is not explicitly or implicitly warranting to MCI_m that MCI_m's proposed use of Ameritech-Ohio's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

4.4 Notice of Environmental, Health, and Safety Inspections

- 4.4.1 Ameritech-Ohio shall provide MCI_m with reasonable notice of environmental, health and safety inspections that is equivalent to the information that Ameritech-Ohio provides to its employees who access rights-of-way, conduits, and pole attachments.

4.5 Issuance of Licenses When No Make-Ready Work is Required

- 4.5.1 If Ameritech-Ohio determines that no make-ready work is required, Ameritech-Ohio shall approve applications for pole attachment and

conduit occupancy licenses and issue such licenses within fifteen (15) Business Days of receipt of MCIm's application.

5 MAKE-READY WORK

- 5.1 Upon request, Ameritech-Ohio shall permit MCIm to conduct Make Ready Work itself or through Ameritech-Ohio Approved Vendor if allowed by applicable union contracts.

5.1.1 If Ameritech-Ohio determines that make ready work is required, the Parties shall negotiate a mutually acceptable completion date, based on securing construction permits, material availability and scope and complexity of the job, within ten (10) business days of completion of filed survey. If MCIm is not satisfied with Ameritech-Ohio's due date for completion of make ready work, MCIm may perform the make ready work itself or elect to have the work completed by an Ameritech-Ohio approved contractor.

- 5.2 Before commencing Make-Ready Work necessary to provide such additional capacity, Ameritech-Ohio will notify all other Parties having attachments on or in the Structure of the proposed Modification to the Structure. If possible, Ameritech-Ohio shall allow other attaching Parties, including Ameritech-Ohio to modify their attachment.

- 5.3 The costs of modifying a Structure to accommodate MCIm's request, an existing or prospective attaching Party's request, or the needs of Ameritech-Ohio, shall be borne by the Party requesting such modification. With respect to the allocation of modification costs, to the extent the cost of a modification is incurred for the specific benefit of any particular Party, the benefiting Party will be obligated to assume the cost of the modification, or to bear its proportionate share of cost with all other attaching entities participating in the modification. If a user's modification affects the attachments of others who do not initiate or request the modification, such as the movement of other attachments as part of a primary modification, the modification cost will be covered by the initiating or requesting Party. Where multiple Parties join in the modification, each Party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by that Party to the total amount of new space occupied by all of the Parties joining in the modification. An attaching Party, including Ameritech-Ohio, with a pre-existing attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another attaching Party, including MCIm. To protect the initiators of modifications from absorbing costs that should be shared by others, the modifying Party or Parties will be allowed to recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher should be reduced to take account of depreciation to the pole or other facility that has occurred since the modification.

- 5.4 All Modifications to Ameritech-Ohio's Structure will be owned by Ameritech-Ohio. MCIm and other Parties, including Ameritech-Ohio, who contributed to the cost of a Modification, may recover their proportionate share of the depreciated value of such modifications from Parties subsequently seeking attachment to the modified structure.

6 INSTALLATION AND MAINTENANCE RESPONSIBILITIES

6.1 Except where otherwise mutually agreed, MCI shall, at its own expense, install and maintain its attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by Ameritech-Ohio or by other attaching Parties. Ameritech-Ohio will specify the location on the Structure where MCI's attachment shall be placed, which location shall be designated in a nondiscriminatory manner. MCI shall construct each attachment in conformance with the permit issued by Ameritech-Ohio for such attachment. Other than routine maintenance and service wire attachments, MCI shall not modify, supplement or rearrange any attachment without first obtaining a permit therefore. MCI shall provide Ameritech-Ohio with notice before entering any Structure for construction or maintenance purposes.

6.2 Installation and Maintenance Standards

6.2.1 MCI's attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book", the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

6.3 Maintenance of MCI's Facilities

6.3.1 Each license granted under this attachment authorizes MCI to engage in maintenance of MCI's facilities located on or in Ameritech-Ohio's poles, conduits, ducts and rights-of-way pursuant to such license. MCI shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCI shall give reasonable notice to Ameritech-Ohio before performing any work.

6.4 Emergency Repairs and Pole Replacements

6.4.1 Within sixty (60) days after the Effective Date of this Agreement, Ameritech-Ohio and MCI shall mutually agree on a non-discriminatory priority method to access Ameritech-Ohio poles, conduit and Rights-of-Way in emergency situations.

6.4.2 MCI shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

7 UNUSED SPACE

7.1 Except for maintenance ducts and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by Ameritech-Ohio shall be available for the attachments of MCI, Ameritech-Ohio or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach.

Ameritech-Ohio shall not reserve space on Ameritech-Ohio Structure for the future need of Ameritech-Ohio nor permit any other person to reserve such space. Notwithstanding the foregoing, MCIIm may provide Ameritech-Ohio with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

8 MAINTENANCE DUCTS

- 8.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, Ameritech-Ohio shall provide maintenance ducts at no cost to MCIIm. Maintenance ducts shall be made available to MCIIm for maintenance purposes if it has a corresponding attachment. MCIIm utilizing a maintenance spare must vacate it within sixty (60) days or provide an equivalent spare.

9 OTHER ARRANGEMENTS

9.1 Cost of Certain Modifications

- 9.1.1 If Ameritech-Ohio is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. MCIIm acknowledges that, from time to time, it may be necessary or desirable for Ameritech-Ohio to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by Ameritech-Ohio's business needs or by an authorized application or license of another entity seeking access to Ameritech-Ohio's poles, conduit systems, ducts and/or Rights-of-Way. If a move of MCIIm's attachment is required by Ameritech-Ohio or another attaching Party, MCIIm shall move its attachment, at the expense of the Party requesting such move, within thirty-six (36) days after notification of the required move. If MCIIm fails to move its attachment with the foregoing period, MCIIm authorizes Ameritech-Ohio to move such attachment at MCIIm's expense.

10 TERM AND TERMINATION OF PERMIT

- 10.1 MCIIm's occupancy of Structure shall be pursuant to a permit issued by Ameritech-Ohio for each requested Attachment. Each permit issued hereunder shall be for an indefinite term. Any such permit shall terminate:
- 10.1.1 Upon thirty (30) days written notice of termination by MCIIm.
- 10.1.2 If MCIIm's franchise, permit, license and/or consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
- 10.1.3 If MCIIm has not placed and put into service its attachments within 9 months from the date Ameritech-Ohio has notified MCIIm that such Structure is available for MCIIm's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

- 10.1.4 If MCIm ceases to use such attachments for any period of 9 months, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.
- 10.2 If Ameritech-Ohio ceases to have the right or authority to maintain its Structure, or any part thereof, to which MCIm has attachments, Ameritech-Ohio shall:
 - 10.2.1 Provide MCIm notice within ten (10) Business Days after Ameritech-Ohio has knowledge of such fact and shall not require MCIm to remove its attachments from such Structure prior to Ameritech-Ohio's removal of its own attachments.
- 10.3 Ameritech-Ohio will provide MCIm with at least sixty (60) days written notice prior to:
 - 10.3.1 Terminating a permit for an attachment or terminating service to MCIm's attachment,
 - 10.3.2 Any increase in the rates for attachments to Ameritech-Ohio's Structure permitted by the terms of this Appendix, or
 - 10.3.3 Any Modification to Ameritech-Ohio's Structure to which MCIm has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 10.4 If MCIm surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its attachments from the Structure within 9 months after the event requiring MCIm to so surrender such permit, Ameritech-Ohio shall remove MCIm's attachments at MCIm's expense and without any liability on the part of the Ameritech-Ohio for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of Ameritech-Ohio.
- 10.5 If Ameritech-Ohio discovers that MCIm has placed an attachment on Ameritech-Ohio's Structure without a valid permit, Ameritech-Ohio shall notify MCIm of the existence of such unauthorized attachment and MCIm shall pay to Ameritech-Ohio within ten (10) Business Days after receipt of such notice an unauthorized attachment fee equal to five (5) times the annual attachment fee for an authorized attachment.
- 10.6 Within the foregoing period, MCIm shall also apply for an Occupancy Permit for the unauthorized Attachment.
- 10.7 In addition, MCIm shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.
- 10.8 If MCIm fails to pay the unauthorized attachment fee or apply for the required Occupancy Permit within the foregoing period, Ameritech-Ohio shall have the right to remove such unauthorized attachment from Ameritech-Ohio's Structure at MCIm's expense.

11 NONCOMPLIANCE

- 11.1 Notice of Noncompliance

- 11.1.1 If, at any time, Ameritech-Ohio determines that MCI's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, Ameritech-Ohio may send written notice to MCI specifying the alleged noncompliance. MCI agrees to acknowledge receipt of the notice as soon as practicable. If MCI does not dispute Ameritech-Ohio's assertion that such facilities are not in compliance, MCI agrees to provide Ameritech-Ohio with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify Ameritech-Ohio in writing when the facilities have been brought into compliance.
- 11.2 Disputes over Alleged Noncompliance
 - 11.2.1 If MCI disputes Ameritech-Ohio's assertion that MCI's facilities are not in compliance, MCI shall notify Ameritech-Ohio in writing of the basis for MCI's assertion that its facilities are in compliance.
- 11.3 Failure to Bring Facilities into Compliance
 - 11.3.1 If MCI has not brought the facilities into compliance within a reasonable time or provided Ameritech-Ohio with proof sufficient to persuade Ameritech-Ohio that Ameritech-Ohio erred in asserting that the facilities were not in compliance, and if Ameritech-Ohio determines in good faith that the alleged noncompliance causes or is likely to cause a material safety hazard or material damage to Ameritech-Ohio's facilities or those of others users, Ameritech-Ohio may, at its option and MCI's expense, take such steps as may be required to bring MCI's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix. If the steps taken are to be service affecting, Ameritech-Ohio must give MCI thirty (30) business days advance notice. If the steps taken are to be non-service affecting, Ameritech-Ohio must give MCI fifteen (15) business days advance notice.
- 11.4 Correction of Conditions by Ameritech-Ohio
 - 11.4.1 Ameritech-Ohio will, whenever practicable, notify MCI in writing before performing such work. The written notice shall describe the nature of the work to be performed and Ameritech-Ohio's schedule for performing the work.
 - 11.4.2 If MCI's facilities have become detached or partially detached from supporting racks or wall supports located within an Ameritech-Ohio manhole, Ameritech-Ohio may, at MCI's expense, reattach them but shall not be obligated to do so. If Ameritech-Ohio does not reattach MCI's facilities, Ameritech-Ohio shall cooperate with MCI for the reattachment of any facilities affected.
 - 11.4.3 Ameritech-Ohio shall, as soon as practicable after performing the work, advise MCI in writing of the work performed or action taken. Upon receiving such notice, MCI may inspect the facilities, after notice to Ameritech-Ohio, and take such steps as MCI may deem necessary to insure that the facilities meet MCI's performance requirements.
- 11.5 MCI to Bear Expenses

- 11.5.1 MCI shall bear all expenses arising out of or in connection with any work performed to bring MCI's facilities into compliance with requirements of this Appendix; provided, however that nothing contained in this Appendix or any license issued hereunder shall be construed as requiring MCI to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than MCI.

12 INSPECTIONS

- 12.1 Ameritech-Ohio may make periodic inspections of any part of the attachments of MCI located on Ameritech-Ohio Structure for the limited purpose of determining whether MCI's facilities are in compliance with the terms of this Appendix and licenses granted hereunder; provided that such inspections must be non-invasive (e.g. no splice cases may be opened). Where reasonably practicable, Ameritech-Ohio shall provide prior written notice to MCI of such inspections and MCI shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCI.
- 12.2 *Except in unusual circumstances, Ameritech-Ohio shall not perform inspection more than once every five (5) year. If attaching Party attachments are found to be in compliance, no charges will be incurred by the attaching Party for the inspection. If attaching Party's attachments are not in compliance, SBC-Ameritech may charge attaching Party for the inspections. The costs of periodic inspections will be paid by those attaching Parties with 2% or more of their attachments in violation. The amount paid by attaching Party shall be the percentage that their violations bear to the total violations of all attaching Parties found during the inspection.

13 DAMAGE TO ATTACHMENTS

- 13.1 Both MCI and Ameritech-Ohio will exercise precautions to avoid damaging the attachments of the other or to any Ameritech-Ohio Structure to which MCI obtains access hereunder. The Party damaging the attachments of the other Party through negligence or willful misconduct shall be responsible to such other Party therefore.

14 CHARGES

- 14.1 Ameritech-Ohio's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Communication Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. Ameritech-Ohio reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech-Ohio reserves the right to price on a case-by-case basis any extraordinary attachment to Structure. An extraordinary attachment is an attachment to a pole that occupies more than one foot of space on the pole in addition to the primary cable or anything other than a standard field splice enclosure in a manhole.

- 14.2 Advance payment of 50% (fifty percent) of the total amount shall be required from MCIIm for map preparation, field surveys and Make-Ready Work. The balance shall be due upon completion.

15 NONDISCRIMINATION

- 15.1 Access to Ameritech-Ohio owned or controlled Structure under this Appendix shall be provided to MCIIm on a basis that is nondiscriminatory to that which Ameritech-Ohio provides its Structure to itself, its affiliates, customers, or any other person.

16 JOINING OF FACILITIES

- 16.2 16.1 Upon request by MCIIm, Ameritech-Ohio will permit the joining of ducts or conduits owned by MCIIm in Ameritech-Ohio manholes.

17 COST IMPUTATION

- 17.1 Ameritech-Ohio will impute costs consistent with the rules under Section 224 (g) of the Act.

18 ABANDONMENT, SALES, OR DISPOSITIONS

- 18.1 Ameritech-Ohio shall notify MCIIm of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, Ameritech-Ohio shall condition the sale or other disposition to include and incorporate the rights granted to MCIIm hereunder.

UNE

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1 INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), set forth the terms and conditions pursuant to which Ameritech-Ohio agrees to furnish MCIIm with access to UNEs.
- 1.1.1 Intentionally Omitted.
- 1.1.2 Intentionally Omitted.
- 1.1.3 *The following are the Unbundled Network Elements which MCIIm and Ameritech-Ohio have identified as of the Effective Date of this agreement:
- Loop
 - High Frequency Portion of the Loop "HFPL"
 - Subloop Elements
 - Network Interface Device
 - Local Circuit Switching
 - Packet Switching
 - Shared Transport
 - Dedicated Transport
 - Signaling Link Transport
 - Signaling Transfer Points
 - Service Control Points / Databases
 - Local Tandem Switching
 - Dark Fiber
 - Access to Call Related Databases
- 1.1.4 Intentionally Omitted.
- 1.1.5 MCIIm may request new, undefined unbundled Network Elements in accordance with the Bona Fide Request Process.
- 1.2 The prices at which Ameritech-Ohio agrees to provide MCIIm with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing.
- 1.3 * Ameritech-Ohio has no obligation to provide access to any unbundled Network Element, or to provide terms and conditions associated with any Network Element, other than expressly set forth in this Agreement.

2 GENERAL TERMS AND CONDITIONS

- 2.1 Ameritech-Ohio and MCIIm agree that MCIIm may connect its facilities or facilities provided to MCIIm by third-parties with Ameritech-Ohio's network at any point designated by MCIIm, provided such point is technically feasible, for access to UNEs for the provision by MCIIm of a Telecommunications Service.
- 2.2 Ameritech-Ohio will provide MCIIm nondiscriminatory access to UNEs:
- 2.2.1 At any technically feasible point;
- 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;
- 2.2.3 In a manner that allows MCIIm to provide a Telecommunications Service that may be offered by means of that UNE;

- 2.2.4 In a manner that allows access to all features, functions and capabilities of a requested unbundled Network Element to be provided separately from access to other elements, and for a separate charge;
- 2.2.5 With technical information about Ameritech-Ohio's network facilities sufficient to allow MCI to achieve access to unbundled Network Elements consistent with the requirements of this Appendix.
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair MCI's ability to provide a Telecommunications Service in a manner it intends;
- 2.2.7 In a manner that allows MCI purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers.
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which Ameritech-Ohio provides such elements to itself.
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act.
- 2.3 * MCI may use Ameritech-Ohio UNEs to provide exchange access services to itself and other IXCs within its role as a local exchange service provider to an end user customer, in order to offer interexchange services to that end user customer. MCI may not resell UNEs it obtains from Ameritech Ohio to other Telecommunications Carriers.
- 2.4 When MCI is purchasing a UNE, Ameritech-Ohio will permit MCI exclusive use of that facility for a period of time, and when MCI is purchasing access to a feature, function, or capability of a facility, Ameritech-Ohio will provide use of that feature, function, or capability for a period of time.
- 2.5 Ameritech-Ohio will maintain, repair, or replace UNEs as provided for in this Agreement.
- 2.6 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what Ameritech-Ohio provides itself or any subsidiary, affiliate, or other Party.
- 2.7 Each Party shall be solely responsible for the services it provides to its end user customer and to other Telecommunications Carriers.
- 2.8 UNEs provided to MCI under the provisions of this Appendix shall remain the property of Ameritech-Ohio.
- 2.9 * Ameritech-Ohio will not connect to or combine UNE's with any non-251 (c)(3) or other Ameritech-Ohio service offerings.
- 2.10 Provisioning/Maintenance of Unbundled Network Elements
 - 2.10.1 * Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as Ameritech-Ohio may elect at its own discretion, but also at parity and on a nondiscriminatory basis. Ameritech-Ohio will provide access to UNEs where technically feasible. Where facilities and equipment are not available, Ameritech-Ohio shall not be required to provide UNEs, provided, however, that nothing herein is intended to rescind, alter or override any

obligation that Ameritech-Ohio has to MCIIm by virtue of Ameritech-Ohio's Facilities Modification (FMOD) Policy. Ameritech-Ohio will not discriminate against MCIIm vis-a-vis other CLECs, including any affiliate of Ameritech-Ohio, with respect to FMOD Policy. Additionally, when Ameritech-Ohio rejects a UNE order based on a determination that such facilities are not available, MCIIm may, within five (5) business days from the day it receives the order rejection, request a copy of, or access to, the records that Ameritech-Ohio used to reach such determination. Ameritech-Ohio shall provide MCIIm with a copy of, or access to, these records within two (2) business days from the day it receives the request from MCIIm.

- 2.10.2 Subject to the terms herein, Ameritech-Ohio is responsible only for the provisioning, installation, operation and maintenance of the unbundled Network Elements it provides. Ameritech-Ohio is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCIIm through the use of those UNEs.
- 2.10.3 Where UNEs provided to MCIIm are dedicated to a single end user customer, if such UNEs are for any reason disconnected they shall be made available to Ameritech-Ohio for future provisioning needs, on the same basis Ameritech-Ohio holds or reassigns such facilities for its own end user customers, unless such UNE is disconnected in error. MCIIm agrees to relinquish control of any such UNE concurrent with the disconnection of MCIIm's end user customer service.
- 2.10.4 MCIIm shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit Ameritech-Ohio to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will Ameritech-Ohio perform scheduled maintenance on any MCIIm UNE prior to providing reasonable notice to MCIIm in advance of performing such maintenance. Ameritech-Ohio shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIIm promptly of any emergency maintenance actions it takes effecting MCIIm.
- 2.10.5 MCIIm shall connect equipment and facilities that are compatible with the Ameritech-Ohio unbundled Network Elements and shall use UNEs in accordance with all applicable regulatory standards and the requirements of this Agreement. MCIIm's use of any Ameritech-Ohio UNE, or of its own equipment or facilities in conjunction with any Ameritech-Ohio unbundled Network Element, will not materially interfere with or impair service over any facilities of Ameritech-Ohio, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, Ameritech-Ohio may discontinue or refuse service if MCIIm violates this provision, provided that such termination of service will be limited to MCIIm's use of the UNE(s) causing the violation.
- 2.10.6 When an existing end user customer served by Ameritech-Ohio or another CLEC changes service to MCIIm using any Ameritech-Ohio provided UNE(s), MCIIm shall issue appropriate service requests, to both disconnect the existing service and connect new service to MCIIm's end user customer. MCIIm's service requests will be processed by Ameritech-Ohio, and MCIIm will be charged the existing UNE service order charge(s), recurring and nonrecurring charges for each individual UNE and cross connect ordered, as set forth in the Pricing

Appendix. The Parties acknowledge that in Case Nos. 96-922-TP-UNC/00-1362-TP-ATA, the Ohio Commission is currently considering the issue of what, if any, service order, recurring and non-recurring charges should apply to service requests for the Unbundled Network Element Platform (UNE-P). Upon a determination of this issue by the Commission, the Parties agree to incorporate the result of the Commission's ruling into this Appendix and such result shall be applied retroactively to the Effective Date of this Agreement. Any true-up resulting from this clause shall be implemented consistent with Appendix Pricing.

2.10.6.1 *When end user customers already being provided service by Ameritech-Ohio migrate to MCI, services will not be modified unless requested by MCI, and any service interruptions will not be discernable to the end user customers.

2.11 Performance of UNEs

2.11.1 Each UNE will be provided in accordance with industry standards.

2.11.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other party written notice of any upgrades in its network that will materially impact the other Party's service in accordance with Applicable Law.

2.11.3 Ameritech-Ohio may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, MCI orders for unbundled Network Elements from, and Ameritech-Ohio's retail service orders for, that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension Ameritech-Ohio places on itself for orders from its end user customers.

3 INTENTIONALLY OMITTED

4 NETWORK INTERFACE DEVICE

4.1 The Network Interface Device (NID) unbundled Network Element is defined as any means of interconnection of end user customer premises wiring to Ameritech-Ohio's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer's inside wire. Maintenance and control of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, Ameritech-Ohio offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. MCI access to the NID is offered as specified below.

4.2 Ameritech-Ohio shall permit MCI to connect MCI's loop facilities to on-premises wiring of an end user customer through Ameritech-Ohio's NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.

4.3 Access to Network Interface Device

4.3.1 Due to the wide variety of NIDs utilized by Ameritech-Ohio (based on end user customer size and environmental considerations), MCI may access the end user customer's inside wire by any of the following means:

- 4.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or
- 4.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or
- 4.3.1.3 Request Ameritech-Ohio to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCI, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 4.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, Ameritech-Ohio will work with MCI to develop specific procedures to establish the most effective means of implementing this Section.

4.4 Technical Requirements

- 4.4.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for Ameritech-Ohio's facilities, for the distribution media and/or cross connect to MCI's NID, and shall maintain a connection to ground.
- 4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCI's NID, consistent with the NID's function at the Effective Date of this Agreement.
- 4.4.3 Where an Ameritech-Ohio NID exists, it is provided in its "as is" condition. MCI may request Ameritech-Ohio do additional work to the NID in accordance with other provisions herein.
- 4.4.4 The Ameritech-Ohio NIDs that MCI uses under this Appendix will be existing NIDs installed by Ameritech-Ohio to serve its end user customers.
- 4.4.5 Upon request, Ameritech-Ohio will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing, except the premise visit charge shall not apply if the NID location information provided to MCI prior to the dispatch request was inaccurate.
- 4.4.6 MCI shall not attach to or disconnect Ameritech-Ohio's ground. MCI shall not cut or disconnect Ameritech-Ohio's loop from the NID and/or its protector. MCI shall not cut any other leads in the NID.

5 LOCAL LOOP

- 5.1 * Pursuant to applicable FCC rules, a local loop unbundled Network Element is a dedicated transmission facility between a distribution frame (or its equivalent) in an Ameritech-Ohio Central Office and the loop demarcation point at an end user customer premises, including inside wire owned by Ameritech-Ohio. Inside wire is defined as all loop plants owned by Ameritech-Ohio on end user customer premises as far as the point of demarcation, including the loop plant near the end user customer premises. MCI may access the inside wire subloop at any technically feasible point, including but not limited to, NID, MPOE, the single point of interconnection the pedestal or the pole. The local loop Network Element includes all features, functions and capabilities of the transmission facility, including, but not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by Applicable Law or this Agreement, and where such loops are deployed in Ameritech-Ohio wire centers.
- 5.2 Ameritech-Ohio will provide at the rates, terms, and conditions set out in this Appendix and in the Appendix Pricing on the following:
- 5.2.1 2-Wire Analog Loop
- 5.2.1.1 A 2-Wire analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 5.2.2 4-Wire Analog Loop
- 5.2.2.1 A 4-Wire analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog Loop provides separate transmit and receive paths.
- 5.2.3 2-Wire Digital Loop
- 5.2.3.1 A 2-Wire 160 Kbps digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 5.2.4 4-Wire Digital Loop
- 5.2.4.1 A 4-Wire 1.544 Mbps digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 5.2.5 Optical Loop
- 5.2.5.1 A fiber optic loop is a transmission path that will support any OC-n service. Ameritech-Ohio will provide OCN Loops wherever available and deployed.
- 5.2.6 DS3 Digital Loop

- 5.2.6.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the Ameritech-Ohio Central Office to the end user customer premises.
- 5.2.7 DSL compatible Loop
 - 5.2.7.1 See DSL Appendix
- 5.3 * Ameritech-Ohio will provide MCIIm with access to unbundled loops regardless of whether Ameritech uses integrated digital loop carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by MCIIm. Where available, Ameritech-Ohio will move the requested unbundled loop(s) to spare copper, or to universal digital loop carrier (UDLC) unbundled loop(s) at no additional charges. If, however, no such facilities are available, Ameritech-Ohio will notify MCIIm of the lack of available facilities within two (2) business days, excluding weekends and holidays.
 - 5.3.1 Ameritech-Ohio will provide MCIIm with any other technically feasible methods of access to IDLC-delivered loops, including, but not limited to:
 - 5.3.1.1 The use of a demultiplexer to separate unbundled loops prior to connecting the remaining loops to the switch;
 - 5.3.1.2 Multiple switch hosting through the use of GR-303;
 - 5.3.1.3 Integrated network access (INA), whereby specific DS-0s are field groomed into specific INA groups as formatted DS-1s;
 - 5.3.1.4 DSC grooming, whereby specific DS-0s are groomed onto DS-1s at the DSC; or
 - 5.3.1.5 Side-door grooming (hairpinning).
- 5.4 * Additional costs for access to IDLC-delivered loops requested by MCIIm pursuant to section 5.3.1 not otherwise recovered through existing nonrecurring or recurring rates for unbundled loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 5.5 Dark Fiber
 - 5.5.1 Dark Fiber is deployed unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services other than as specifically set out elsewhere in this agreement.
 - 5.5.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. MCIIm may only subscribe to dark fiber that is considered "spare," as defined herein.
- 5.6 Interoffice Dark Fiber
 - 5.6.1 Ameritech-Ohio will provide dark fiber in the dedicated interoffice transmission segment of the network as an unbundled Network Element. Interoffice dark fiber is Ameritech-Ohio optical transmission facilities without attached multiplex aggregation or other electronics between two different Ameritech-Ohio Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the

CO. Ameritech-Ohio will offer its dark fiber to MCIIm when MCIIm has collocation space in each Ameritech-Ohio CO where the fibers terminate.

5.7 Loop Fiber

5.7.1 Ameritech-Ohio will provide dark fiber in the loop and subloop segment of the network as an unbundled Network Element. Loop dark fiber is a segment between a serving Ameritech-Ohio central office and an end user customer premise.

5.7.2 Ameritech-Ohio will provide sub-loop dark fiber as an unbundled Network Element. Sub-loop dark fiber segments include but are not limited to:

5.7.2.1 The serving Ameritech-Ohio central office and a remote terminal/CEV/Hut; or

5.7.2.2 a remote terminal/CEV/Hut and an end user customer premise.

5.8 * Spare Fiber Inventory Availability and Condition

5.8.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for Ameritech-Ohio's forecasted growth, defective fibers, or fibers subscribed to by other carriers.

5.9 Determining Spare Fibers:

5.9.1 Ameritech-Ohio will inventory and track spare dark fibers. Spare fibers do not include the following:

5.9.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

5.9.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

5.9.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

5.9.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

5.9.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

5.9.1.1.5 Cables with 216 fibers: 18 maintenance spares

5.9.1.1.6 Cables with 288 fibers: 24 maintenance spares

5.9.1.1.7 Cables with 432 fibers: 36 maintenance spares

5.9.1.1.8 Cables with 864 fibers: 72 maintenance spares

5.9.1.2 Defective fibers - Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCIIm for use under this Agreement.

5.9.1.3 Ameritech-Ohio growth fibers. Fibers documented as reserved by Ameritech-Ohio for utilization for growth within the 12 month-period following the carrier's request.

- 5.9.2 The appropriate Ameritech-Ohio engineering organization will maintain records on each fiber optic cable for which MCIIm request dark fiber.
- 5.10 * Quantities and Time Frames for ordering Dark Fiber:
 - 5.10.1 The minimum number of fiber strands that MCIIm can order is two, and fiber strands must be ordered in multiples of two.
 - 5.10.2 If MCIIm wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing MCIIm's specific point-to-point (A to Z) dark fiber requirements. For such inquiries, Ameritech-Ohio shall provide to MCIIm information regarding the location and availability. When MCIIm submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
 - 5.10.2.1 If dark fiber is available, as determined under this Agreement, Ameritech-Ohio will notify MCIIm and MCIIm may place an Access Service Request (ASR) for the dark fiber.
 - 5.10.3 Dark fiber will be assigned to MCIIm only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When MCIIm submits the ASR, the ASR will be processed and the dark fiber facilities assigned for use by MCIIm within thirty (30) business days and charges will apply as outlined in state specific Appendix Pricing.
 - 5.10.3.1 Prior to completing any order for dark fiber submitted by MCIIm, Ameritech-Ohio shall conduct an Actual Measured Loss (AML) readings on the dark fiber ordered on the plant test date, and shall provide the results of such reading to MCIIm. If, in MCIIm's sole discretion, such AML reading indicates that the dark fiber does not meet MCIIm's usability and performance requirements, MCIIm may, at any time up to the close of business on the due date for the dark fiber order, cancel its order and shall not be responsible for any charges, other than applicable Dark Fiber Inter-office or Loop/Subloop Inquiry charges associated with that order.
- 5.11 Reclamation of Dark Fiber
 - 5.11.1 To reclaim dark fiber, Ameritech-Ohio must first negotiate with MCIIm to address the concerns related to the proposed reclamation. Ameritech-Ohio must then demonstrate to the Commission that it needs the dark fiber to meet its carrier of last resort responsibilities and that fiber proposed to be reclaimed will be used within twelve (12) months of reclamation. Ameritech-Ohio must also provide MCIIm with an alternative facility that meets MCIIm's needs prior to reclaiming the facility. Ameritech-Ohio may not reclaim lighted fiber being used by MCIIm. Ameritech may only reclaim dark fiber that MCIIm has not yet light.
- 5.12 Access Methods specific to Dark Fiber
 - 5.12.1 The demarcation point for dark fiber at Central Offices, remote terminals and end user customer premises will be in an Ameritech-Ohio approved splitter shelf. This arrangement allows for non-intrusive testing.
- 5.13 Installation and Maintenance for Dark Fiber

- 5.13.1 Ameritech-Ohio will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. MCIm will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCIm's equipment.

6 SUB-LOOP ELEMENTS

- 6.1 Ameritech-Ohio will provide nondiscriminatory access to sub-loop elements on an unbundled basis in accordance with Applicable Law as set forth in this Appendix.
- 6.1.1 A sub-loop unbundled Network Element is defined as any portion of the loop that is technically feasible to access at terminals in Ameritech-Ohio's outside plant including in inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within, such joints may include, but are not limited to, the pole or pedestal, the NID, the MPOE, the single point of interconnection, the MDF, the RT and the FDI.
- 6.1.2 The Parties acknowledge that the FCC's UNE Remand Order intended that the definition of subloop UNEs apply to new as well as current technologies.
- 6.2 Definitions pertaining to the Sub-Loop:
- 6.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 6.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 6.2.3 "Digital Subloop" may be deployed on on-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
- 6.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.
- 6.2.5 "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.
- 6.2.6 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.
- 6.2.7 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.
- 6.2.8 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 6.2.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.
- 6.2.10 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.
- 6.2.11 "SPOI" is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the

property owner or their agent. Ameritech-Ohio shall provide a SPOI at multi-unit premises that is suitable for use by multiple carriers. This obligation is in addition to Ameritech-Ohio's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of Ameritech-Ohio under forward-looking pricing principles, shall be resolved under the dispute resolution processes in section 252 of the Act.

6.2.12 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

6.2.13 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

6.3 Ameritech-Ohio will offer the following types of subloop elements including, but not limited to:

6.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

6.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

6.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

6.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

6.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL).

6.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL).

6.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user customer capacity up to 144 Kbps.

6.3.8 OCN Subloop, where currently deployed in Ameritech-Ohio's network.

6.4 Intentionally Omitted.

6.5 Subloop conditioning where applicable, is covered in Appendix DSL.

6.6 Access to Subloops:

6.6.1 Access to terminals for subloops is defined to include:

6.6.1.1 any technically feasible point, including but not limited to, the point near the end user customer premises accessible by a cross-connect (such as

the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the end user customer premises),

6.6.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

6.6.1.3 the Main Distribution Frame (MDF),

6.6.1.4 the Terminal or Remote Terminal (underground or aerial),

6.6.1.5 the Single Point of Interconnection (SPOI)

6.7 Ameritech-Ohio shall provide access to the following subloop segments:

FROM	TO
1. Main Distribution Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distribution Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. SPOI (Single Point of Interface) *	Stand Alone
8. Terminal	Network Interface Device/Customer Premises

6.7.1 * Provided using the BFR Process. In addition, if MCIm requests an Interconnection Point which has not been identified, MCIm will need to submit a BFR.

6.8 Intentionally Omitted.

6.9 Provisioning:

6.9.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

6.9.2 Spare subloop(s) will be assigned to MCIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

6.9.3 Provisioning intervals for subloops shall be governed by the CLEC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

6.10 Maintenance:

6.10.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the Ameritech-Ohio switch/testing equipment will be lost.

- 6.10.2 Once Subloop Access Arrangements have been completed and balance of payment due Ameritech-Ohio is received, MCIIm may place LSRs for subloops at this location. Prices at which Ameritech-Ohio agrees to provide MCIIm with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.
- 6.10.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCIIm has a SAA, Ameritech-Ohio repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCIIm's cabling require replacement, Ameritech-Ohio will provide prompt notification to MCIIm for MCIIm to provide the replacement cable to be terminated as necessary.
- 6.11 Subloop Access Arrangements:
 - 6.11.1 Prior to ordering subloop facilities, MCIIm will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the Ameritech-Ohio subloop network.
 - 6.11.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCIIm will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
 - 6.11.3 Upon receipt of a complete and correct application, Ameritech-Ohio will provide to MCIIm within thirty (30) days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When MCIIm submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
 - 6.11.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
 - 6.11.5 Subloop inquiries do not serve to reserve subloop(s).
 - 6.11.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
 - 6.11.7 MCIIm will be responsible for obtaining rights of way from owners of property where Ameritech-Ohio has placed the equipment necessary for the SAA prior to submitting the request for SCA.
 - 6.11.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, MCIIm should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both MCIIm and Ameritech-Ohio to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

- 6.11.9 Construction of the Subloop Access Arrangement shall be completed within ninety (90) days of MCIm submitting to Ameritech-Ohio written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. Ameritech-Ohio will not begin any construction under the SCA until MCIm has provided proof that it has obtained necessary rights of way as defined herein. In the event MCIm disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 12, of this Agreement, Ameritech-Ohio will proceed with construction of the SAA upon receipt from MCIm of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCIm upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 6.11.10 Upon completion of the construction activity, MCIm will be allowed to test the installation with an Ameritech-Ohio technician. If MCIm desires test access to the SAA, MCIm should place its own test point in its cable prior to cable entry into Ameritech-Ohio's interconnection point.
- 6.11.11 A non-binding MCIm forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow Ameritech-Ohio to properly engineer access to each SAI and to ensure Ameritech-Ohio does not provide more available terminations than MCIm expects to use.
- 6.11.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 6.11.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at MCIm expense.
- 6.11.14 In the event MCIm elects to discontinue use of an existing SAA, or abandons such arrangement, MCIm shall pay Ameritech-Ohio for removal of their facilities from the SAA.
- 6.12 Subloop Access Arrangement (SAA) Access Points:
- 6.12.1 SAI/FDI or Terminal
- 6.12.1.1 MCIm cable to be terminated in an Ameritech-Ohio SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCIm's Aerial cables should be aircore.
- 6.12.1.2 MCIm may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that Ameritech-Ohio will terminate on available binding posts in the SAI/FDI or Terminal.

- 6.12.1.3 MCIIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and Ameritech-Ohio will stub out a cable from the SAI/FDI or Terminal, which Ameritech-Ohio will splice to MCIIm cable at the meet point.
 - 6.12.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.
 - 6.12.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCIIm and Ameritech-Ohio are mutually agreeable, Ameritech-Ohio may increase capacity of the SAI/FDI by the method of it's choice, for which MCIIm will be charged a portion of the expense to be determined by the Ameritech-Ohio engineer and authorized by MCIIm for the purpose of allowing MCIIm to terminate it's cable at the SAI/FDI.
 - 6.12.1.6 Exhausted Termination Points in a Terminal - When a terminal's termination points are all terminated to assignable cable pairs, Ameritech-Ohio may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the MCIIm facilities for which MCIIm will be charged.
- 6.13 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 6.13.1 Ameritech-Ohio shall notify MCIIm of pending relocation as soon as Ameritech-Ohio receives such notice.
 - 6.13.2 MCIIm shall notify Ameritech-Ohio of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
 - 6.13.3 Ameritech-Ohio shall then provide MCIIm an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with MCIIm and Ameritech-Ohio engineer.
 - 6.13.4 MCIIm shall notify Ameritech-Ohio of acceptance or rejection of the new SCA within ten (10) business days of it's receipt of Ameritech-Ohio 's estimate.
 - 6.13.5 Upon acceptance of the Ameritech-Ohio estimate, MCIIm shall pay at least 50% of the relocation costs at the same time as they notify Ameritech-Ohio of their acceptance of estimate costs.
 - 6.13.6 Should MCIIm decide not to continue the SAA, MCIIm will notify Ameritech-Ohio as to the date that Ameritech-Ohio may remove MCIIm's facilities from that SAA. MCIIm will pay Ameritech-Ohio for all costs associated with the removal of MCIIm's SAA.
 - 6.13.7 In the event that MCIIm does not respond to Ameritech-Ohio in time to have their facilities relocated, Ameritech-Ohio shall move MCIIm facilities and submit a bill for payment to MCIIm for the costs associated with the relocation. Should MCIIm elect not pay this bill, then MCIIm facilities will be removed from the site upon thirty (30) days notice to MCIIm.
- 6.14 RT (for DS3 Subloop):

- 6.14.1 MCI may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase that Ameritech-Ohio will terminate on a fiber/coax interconnection block to be constructed in the RT.
- 6.14.2 MCI may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and Ameritech-Ohio will stub out a cable from the RT, which Ameritech-Ohio will splice to MCI cable at the meet point.

7 ENGINEERING CONTROLLED SPLICE (ECS)

- 7.1 Although under no obligation to do so, as a voluntary offering, Ameritech-Ohio will make available at non-Pronto sites an Engineering Controlled Splice (ECS), which will be owned by Ameritech-Ohio, for MCI to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements
- 7.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
 - 7.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that Ameritech-Ohio will construct any Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If Ameritech-Ohio elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting Telecommunications Carrier will not be liable for such extra costs.
 - 7.2.2 MCI shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if Ameritech-Ohio places more pairs at the splice.
 - 7.2.3 Ameritech-Ohio will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although Ameritech-Ohio will construct the engineering controlled splice, the ECS maybe owned by Ameritech-Ohio or the MCI (depending on the specific arrangement) at the option of Ameritech-Ohio.
 - 7.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
 - 7.2.5 Ameritech-Ohio may require a separate SCA for each remote terminal site.
 - 7.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.

- 7.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

7.3.1 Dedicated Facility Option (DFO)

- 7.3.1.1 MCI may request Ameritech-Ohio splice the existing cabling between the ECS and the SAI to MCI's SAA facility. This facility will be "dedicated" to MCI for subsequent subloop orders.
- 7.3.1.2 MCI must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.
- 7.3.1.3 MCI will compensate Ameritech-Ohio for each of the dedicated subloop facilities, based on recurring subloop charges for the quantity of subloops dedicated to MCI between the ECS and the SAI.

7.3.2 Cross-connected Facility Option (CFO)

- 7.3.2.1 MCI may request Ameritech-Ohio build an ECS cross-connect junction on which to terminate MCI's SAA facility.
- 7.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of Ameritech-Ohio cabling between the ECS and the RT and/or SAI, and the inventorying of that Ameritech-Ohio cabling.
- 7.3.2.3 MCI must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.
- 7.3.2.4 * MCI will compensate Ameritech-Ohio for the charges incurred by Ameritech-Ohio derived from MCI's request for the SCA.

8 LOCAL SWITCHING

- 8.1 The Unbundled Local Switching (ULS) capability is defined as:

- 8.1.1 line-side facilities, which include, but are not limited to, the connection between a Loop termination at a Main Distribution Frame and a switch line card.
- 8.1.2 trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
- 8.1.3 all features, functions, and capabilities of the switch, available from the specific port type (line side or trunk side port) which include:
- 8.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC end user customers, such as a telephone number, white page listing, and dial tone;

8.1.3.2 all other features that the switch is capable of providing, including end user customer calling, CLASS features and Centrex.

8.1.3.3 as well as any technically feasible customized routing function provided by the switch.

8.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

8.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all CLEC traffic.

8.2.2 In Ohio, when MCI is purchasing Unbundled Local Switching, Ameritech-Ohio shall provide MCI with all Vertical features, CLASS features, and other features resident in the Ameritech-Ohio switch.

8.2.3 ULS as provided by Ameritech-Ohio includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

8.2.3.1 At MCI's request, after the Effective Date, the Parties will meet to jointly develop a detailed, mutually agreeable plan for ordering, provisioning and maintenance process associated with Unbundled Network Elements combinations. The Parties will meet within thirty (30) days after MCI's written request to commence the joint development. If the Parties do not complete this development within three (3) months after the date of MCI's written request, either Party may invoke Dispute Resolution and Escalation process set forth in General Terms and Conditions of this Agreement.

8.2.4 Intentionally left blank.

8.2.5 At Ameritech-Ohio's discretion, upon not less than one hundred and eighty (180) days' written notice to MCI, Ameritech-Ohio may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to MCIs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which Ameritech-Ohio can demonstrate that, as of the date on which MCI receives notice (the "Exception Notice Date"), Ameritech-Ohio has satisfied each of the following conditions:

8.2.5.1 A territory shall constitute an "Exception Territory" if it constitutes the service area of Ameritech-Ohio offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

8.2.5.2 In the Exception Territory where Ameritech-Ohio elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to MCI in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. Ameritech-Ohio may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for MCI end user accounts involving four or more lines.

- 8.2.5.3 In determining whether Ameritech-Ohio may exercise its rights under this Section in any particular case, MCI shall be obligated to disclose customer account detail similar to customer service records that Ameritech-Ohio provides to MCI through pre-ordering process.
- 8.2.5.4 Nothing herein shall preclude MCI from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an end user customer account with respect to which Ameritech-Ohio may exercise its rights under this Section.

8.3 Customized Routing

- 8.3.1 Customized Routing is available upon MCI's request to handle Operator Services, Directory Assistance, and/or other traffic. For customized routing over Feature Group C trunks, MCI shall not be required to submit a BFR for customized routing, but shall submit the required routing information found on the ULS Custom Routing Questionnaire on the SBC CLEC Online Website. For customized routing over Feature Group D trunks, MCI shall be required to submit a BFR for customized routing, in addition to the required routing information found on the ULS Custom Routing Questionnaire on the SBC CLEC Online Website. CLEC will pay the customized routing charges reflected in Appendix Pricing, or as mutually agreed upon through the BFR Process.

- 8.3.2 Intentionally Omitted.

8.4 Technical Requirements - Local Switching

- 8.4.1 Ameritech-Ohio shall route calls to the appropriate trunk port or line port for call origination or termination utilizing Ameritech-Ohio's shared transport network.
- 8.4.2 Ameritech-Ohio shall provide standard recorded announcements and call progress tones to alert callers of call progress and disposition if deployed within switch.
- 8.4.3 Ameritech-Ohio shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule mutually agreed upon by the Parties. Ameritech-Ohio shall also permit MCI the ability to perform these tests at Parity.
- 8.4.4 Ameritech-Ohio shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to Ameritech-Ohio STPs.

- 8.5 Intentionally Omitted

8.6 Switch Ports

- 8.6.1 In Ameritech-Ohio, a Switch Port is a termination point in the end office switch. The charges for available Switch Ports are reflected in state specific Appendix Pricing.
- 8.6.2 Intentionally Omitted.

- 8.7 Intentionally Omitted.

- 8.7.1 Ameritech-Ohio shall provide nondiscriminatory access to shared transport on an unbundled basis. Shared transport is defined as transmission facilities shared by more than one carrier, including Ameritech-Ohio, between end office switches, between end office switches and tandem switches, and between tandem switches in Ameritech-Ohio's network. Ameritech-Ohio shall provide ST, along with all features, functions and capabilities of ST, in a manner that allows MCI to provide any Telecommunications Service that can be offered by means of ST.
- 8.7.1.1 Ameritech-Ohio provides access to unbundled shared transport only when purchased in conjunction with a ULS port that MCI subscribes to for the purpose of delivering traffic from/to an MCI end user customer as set forth below.
- 8.7.1.1.1 Intentionally Omitted.
- 8.7.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in Ameritech-Ohio. ULS-ST is provided on a per ULS port basis.
- 8.7.1.2 Intentionally Omitted.
- 8.7.1.3 Intentionally Omitted.
- 8.7.1.4 All MCI's local traffic between Ameritech-Ohio switches will use Shared Transport and all local MCI's traffic to non-Ameritech-Ohio switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
- 8.7.1.5 Intentionally Omitted.
- 8.7.1.6 * Ameritech-Ohio's obligation to provide ULS-ST is limited to where technically feasible and is limited to existing switch and transmission facilities capacities of the Ameritech-Ohio network.
- 8.7.1.7 * In providing ULS-ST, Ameritech-Ohio will use the existing Ameritech-Ohio routing tables contained in Ameritech-Ohio switches, as Ameritech-Ohio may change those tables from time to time including after MCI purchases ULS-ST.
- 8.7.2 * Custom Routing of OS/DA with ULS-ST
- 8.7.2.1 Where technically feasible, Ameritech-Ohio shall provide customized routing upon request. Ameritech-Ohio will permit MCI to designate the particular outgoing trunks associated with ST provided by Ameritech-Ohio, which will carry certain classes of traffic originating from MCI's customers. This feature will allow MCI to specify that OS/DA traffic from its customers be routed over designated trunks which terminate at MCI's OS/DA platform or a third party's OS/DA platform.
- 8.7.2.2 MCI must provide Ameritech-Ohio routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where MCI has end user customers served via ULS-ST ports.

MCIm will be charged by Ameritech-Ohio for the establishment of each custom route for OS or DA traffic in an End Office Switch.

8.7.2.3 Intentionally Omitted.

8.7.2.4 MCIm will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

8.7.3 Ameritech-Ohio will not bill the IXC access charges on behalf of a UNE based CLEC in a UNE environment.

8.8 Local Tandem Switching

8.8.1 Local Tandem Switching is defined as:

8.8.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card;

8.8.1.2 the basic switching function of connecting trunks to trunks; and

8.8.1.3 the technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

8.8.2 The charges for Local Tandem Switching are reflected in Appendix Pricing.

9 PACKET SWITCHING

9.1 Packet switching is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to;

9.1.1 The ability to terminate copper end user customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

9.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

9.1.3 The ability to extract data units from the data channels on the loops, and

9.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

9.2 Ameritech-Ohio shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied;

9.2.1 Ameritech-Ohio has deployed digital loop carrier systems, including but not limited to integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault),

- 9.2.2 There are no spare copper loops capable of supporting the xDSL services MCIIm seeks to offer;
- 9.2.3 Ameritech-Ohio has not permitted MCIIm to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MCIIm obtained a virtual collocation arrangement at these subloop interconnection points as defined by Section 51.319(b); and
- 9.2.4 Ameritech-Ohio has deployed packet switching capability for its own use.

10 INTEROFFICE TRANSPORT

- 10.1 Ameritech-Ohio shall provide nondiscriminatory access, in accordance with 47CFR Section 51.311 and section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to MCIIm for the provision of a telecommunications service.
 - 10.1.1 Ameritech-Ohio shall:
 - 10.1.1.2 Provide MCIIm exclusive use of interoffice transmission facilities dedicated to a particular end user customer or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one end user customer or carrier.
 - 10.1.1.3 Provide all technically feasible transmission facilities, features, functions, and capabilities that MCIIm could use to provide telecommunications services;
 - 10.1.1.4 Permit, to the extent technically feasible, MCIIm to connect such interoffice facilities to equipment designated by MCIIm including but not limited to, MCIIm's collocated facilities; and
 - 10.1.1.5 Permit, to the extent technically feasible, MCIIm to obtain the functionality provided by Ameritech-Ohio's digital cross-connect systems in the same manner that Ameritech-Ohio provides such functionality to inter-exchange carriers.
- 10.2 Ameritech-Ohio will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- 10.3 Unbundled Dedicated Transport
 - 10.3.1 Unbundled Dedicated Transport (UDT) is defined as Incumbent LEC transmission facilities, including all technically feasible capacity related services including, but not limited to, DS1, DS3 and OCN levels, dedicated to a particular end user customer or carrier, that provide telecommunications between Wire Centers owned by Incumbent LEC or requesting Telecommunications Carriers, or between switches owned by Incumbent LEC or requesting Telecommunications Carriers. Ameritech-Ohio will provide Dedicated Transport as a point to point circuit dedicated to the MCIIm at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). Ameritech-Ohio will provide higher speeds to MCIIm as they are deployed in the Ameritech-Ohio network. Ameritech-Ohio provides OCN Dedicated Transport and Entrance Facilities as point-to-point bit rates, when and where facilities exist.

10.3.2 UDT includes the following elements, but is not limited to:

10.3.2.1 The facilities used to provide Dedicated Transport.

10.3.2.2 Entrance Facility - A circuit from Ameritech-Ohio serving Wire Center to the CLEC's location.

10.3.2.3 Multiplexing for UDT is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

10.4 Diversity

10.4.1 * When requested by MCI, and only where such interoffice facilities exist at the time of MCI's request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

10.4.2 Ameritech-Ohio shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When additional costs are incurred by Ameritech-Ohio for MCI specific diversity, Ameritech-Ohio will advise MCI of the applicable additional charges. Ameritech-Ohio will not process the request for diversity until MCI accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until MCI accepts the additional charges.

10.5 Digital Cross-Connect System (DCS)

10.5.1 Ameritech-Ohio will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to inter-exchange carriers. DCS requested by MCI shall be subject to additional charges as outlined in Appendix Pricing.

10.6 Network Reconfiguration Service (NRS)

10.6.1 Ameritech-Ohio will offer reconfiguration service as part of the UDT element with the same functionality that is offered to inter-exchange carriers. charge for reconfiguration service is outlined in Appendix Pricing.

10.7 Dark fiber transport

10.7.1 Dark fiber transport is defined as Ameritech-Ohio optical transmission facilities without attached multiplexing, aggregation or other electronics.

10.8 Intentionally Omitted.

11 OPERATOR SERVICES AND DIRECTORY ASSISTANCE

11.1 Ameritech-Ohio shall provide nondiscriminatory access in accordance with Section 51.311 and Section 251(c)(3) of the Act to operator services and directory assistance on an unbundled basis to MCI for the provision of a telecommunications service only where Ameritech-Ohio does not provide MCI with customized routing or a compatible signaling protocol. Operator services are any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call and are available as described in Appendix Operator Services. Directory assistance is a service that allows subscribers to retrieve telephone numbers of other subscribers and is available as described in Appendix Directory Assistance.

12 SIGNALING NETWORKS AND CALL-RELATED DATABASES

- 12.1 Ameritech-Ohio shall provide nondiscriminatory access, in accordance with Section 51.311 and Section 251 (c) (3) of the Act, to signaling networks, call-related databases, and service management systems on an unbundled basis to MCI for the provision of a telecommunications service.
- 12.2 Signaling Networks: Signaling networks include, but are not limited to, signaling links and signaling transfer points and are available as described in Appendix SS7.
- 12.3 Call Related Databases: Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a Telecommunications Service.
 - 12.3.1 For purposes of switch query and database response through a signaling network, Ameritech-Ohio shall provide access to its call-related databases, including but not limited to, 911 Database, E911 Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases, as described in their respective Appendices.
- 12.4 Service Management Systems:
 - 12.4.1 A service management system is defined as a computer database or system not part of the public switched network that, among other things:
 - 12.4.1.1 Interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and
 - 12.4.1.2 Provides Telecommunications Carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.
 - 12.4.2 Access to Service Management Systems is available as described in Appendix SS7.

13 OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 13.1 Ameritech-Ohio shall provide nondiscriminatory access in accordance with Section 51.311 and Section 251 (c)(3) of the Act to operations support systems on an unbundled basis to MCI for the provision of a telecommunications service. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Ameritech-Ohio's databases and information. Ameritech-Ohio, as part of its duty to provide access to the pre-ordering function, must provide MCI with nondiscriminatory access to the same detailed information about the loop that is available to Ameritech-Ohio. Access to OSS is available as described in Appendix OSS.

14 CROSS CONNECTS

- 14.1 Intentionally Omitted.
- 14.2 Pricing for cross connects for Ameritech-Ohio are provided as set forth in Appendix Pricing.

- 14.3 The applicable Loop cross connects for UNE Connection Methods referenced herein are as follows:
 - 14.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
 - 14.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
 - 14.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
 - 14.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 14.4 The applicable Unbundled Dedicated Transport cross connects for UNE Connection Methods referenced herein are as follows:
 - 14.4.1 DS-1 to UNE Connection Methods point of access
 - 14.4.2 DS-3 to UNE Connection Methods point of access
- 14.5 The applicable Switch Port cross connects for UNE Connection Methods referenced herein are as follows:
 - 14.5.1 Analog Line Port to UNE Connection Methods point of access
 - 14.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
 - 14.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access.
 - 14.5.4 Analog DID Trunk Port to UNE Connection Methods point of access.
 - 14.5.5 DS1 Trunk Port (e.g., PBX Trunk, DID and DOD) to UNE Connection Methods point of access.
- 14.6 Intentionally Omitted.
- 14.7 Intentionally Omitted.
- 14.8 Intentionally Omitted.
- 14.9 Intentionally Omitted.
- 14.10 Ameritech-Ohio shall make available to MCI, at MCI's request, the following cross connects for Ameritech-Ohio Loop, UDT or Port UNEs:
 - 14.10.1 2-wire
 - 14.10.2 4-wire
 - 14.10.3 6-wire
 - 14.10.4 8-wire
 - 14.10.5 DS-1
 - 14.10.6 DS-3

- 14.10.7 OC-3
- 14.10.8 OC-12
- 14.10.9 OC-48
- 14.10.10 LT1
- 14.10.11 LT3

15 MAINTENANCE OF ELEMENTS

- 15.1 If trouble occurs with unbundled Network Elements (including subloops) provided by Ameritech-Ohio, MCIIm will first determine whether the trouble is in MCIIm's own equipment and/or facilities or those of the end user customer. If MCIIm determines the trouble is in Ameritech-Ohio's equipment and/or facilities, MCIIm will issue a trouble report to Ameritech-Ohio.
- 15.2 Time and Material charges
 - 15.2.1 MCIIm shall pay Time and Material charges (maintenance of service charges/additional labor charges) when MCIIm reports a suspected failure of a Network Element (including subloops) and Ameritech-Ohio dispatches personnel to the end user customer's premises or a Ameritech-Ohio Central Office and to the extent that the trouble was not caused by Ameritech-Ohio's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the Pricing Appendix.
- 15.3 * MCIIm shall pay Time and Material charges when Ameritech-Ohio dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than Ameritech-Ohio or in detariffed CPE provided by Ameritech-Ohio, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, Ameritech-Ohio shall not proceed with any repairs pursuant to this Section 15.3 without the consent of MCIIm's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCIIm with documentation of the end user customer's request.
- 15.4 MCIIm shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 15.5 If MCIIm issues a trouble report allowing Ameritech-Ohio access to the end user customer's premises and Ameritech-Ohio personnel are dispatched but denied access to the premises, provided Ameritech makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that Ameritech-Ohio personnel are dispatched. Subsequently, if Ameritech-Ohio personnel are allowed access to the premises, these charges will still apply.
- 15.6 If MCIIm requests or approves a Ameritech-Ohio technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIIm will pay Time and Material charges for any additional work to perform such services only in circumstances in which Ameritech-Ohio would have charged its own customer such charges for work performed outside of normal scheduled working hours.

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

16 UNE COMBINATIONS

- 16.1 At MCI's request, Ameritech-Ohio shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 16, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. Ameritech-Ohio may not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination. Ameritech-Ohio may not require MCI to combine Network Elements. Ameritech-Ohio shall not separate Network Elements that are already combined on Ameritech-Ohio's network unless requested by MCI.
- 16.2 For each Network Element, Ameritech-Ohio shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, Light Guide Cross Connect/Light Distribution frame panel or a Main Distribution Frame, or other location) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where Ameritech-Ohio provides contiguous UNEs to MCI, Ameritech-Ohio will provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.
- 16.3 This Section describes the optional connection methods under which Ameritech-Ohio agrees to provide MCI with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which Ameritech-Ohio makes these methods available. These methods provide MCI access to multiple Ameritech-Ohio UNEs which MCI may then combine. The methods listed below provide MCI with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 16.3.1 Subject to availability of space and equipment, MCI may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested Ameritech-Ohio Central Office.
- 16.3.1.1 (Method 1)
- 16.3.1.1.1 Ameritech-Ohio will extend Ameritech-Ohio UNEs requiring cross connection to MCI's Physical Collocation Point of Termination (POT) when MCI is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.
- 16.3.1.2 (Method 2)
- 16.3.1.2.1 Ameritech-Ohio will extend Ameritech-Ohio UNEs that require cross connection to MCI's UNE frame located in the common room space, other than the Collocation

common area, within the same Central Office where the UNEs which are to be combined are located.

16.3.1.3 (Method 3)

16.3.1.3.1 Ameritech-Ohio will extend Ameritech-Ohio UNEs to MCI's UNE frame that is located outside the Ameritech-Ohio Central Office where the UNEs are to be combined in a closure such as a cabinet provided by Ameritech-Ohio on Ameritech-Ohio property.

16.4 The following terms and conditions apply to all methods when Ameritech-Ohio provides access pursuant to Sections 16.3.1.1 through 16.3.1.3:

- 16.4.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, Ameritech-Ohio will provide a written reply notifying MCI of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 16.4.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of Ameritech-Ohio Central Office space and equipment.
- 16.4.3 MCI may cancel the request at any time, but will pay Ameritech-Ohio's reasonable and demonstrable costs for modifying Ameritech-Ohio's Central Office up to the date of cancellation.
- 16.4.4 MCI may elect to access Ameritech-Ohio's UNEs through Physical Collocation arrangements.
- 16.4.5 MCI shall be responsible for initial testing and trouble sectionalization of facilities containing MCI installed cross connects.
- 16.4.6 MCI shall refer trouble it has sectionalized in the Ameritech-Ohio UNE to Ameritech-Ohio.
- 16.4.7 MCI shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 16.4.8 All tools, procedures, and equipment used by MCI to connect to Ameritech-Ohio's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.
- 16.4.9 MCI shall designate each Network Element being ordered from Ameritech-Ohio. MCI shall provide an interface to receive assignment information from Ameritech-Ohio regarding location of the UNEs. This interface may be manual or mechanized.
- 16.4.10 Ameritech-Ohio will provide MCI with contact numbers as necessary to resolve assignment conflicts encountered. All contact with Ameritech-Ohio shall be referred to such contact numbers.

- 16.4.11 The use of cellular telephones or two-way pagers is not permitted in Ameritech-Ohio equipment areas.

16.5 CURRENTLY EXISTING UNE COMBINATIONS

- 16.5.1 A “currently existing combination” includes the situation when MCI orders all of the Ameritech-Ohio UNEs required either to migrate an Ameritech-Ohio end-user customer, another Telecommunications Carrier’s pre-existing Unbundled Network Elements Platform (UNE-P) end-user customer, or MCI’s or another Telecommunications Carrier’s resale end-user customer to a pre-existing combination.
- 16.5.2 A “currently existing combination” means a combination of UNEs that is currently in existence also referred to as physically connected, and requires no more effort than entering commands at a terminal (e.g., dial tone activation or cross connect activation). No physical work is required by Ameritech Ohio at an Ameritech-Ohio premises, an outside plant location, or a customer premises, in order to establish physical connections between a currently existing combination of UNEs.
- 16.5.3 For each and every provision of a currently existing combination of UNEs to provide to MCI a UNE-P with an unbundled loop and the associated unbundled local switching with shared transport (ULS-ST) combination specifically set forth below in this section, as and to the extent specified in the Order, Ameritech-Ohio shall charge MCI a single non-recurring charge per combination in accordance with the Order or subsequent Commission orders:
- 2-Wire Basic Analog Loop with Basic Line Port
 - 2-Wire P.B.X. Ground Start Analog Loop with Ground Start Port
 - 2-Wire Basic Analog Loop with CENTREX Basic Line Port
 - 2-Wire Electronic Key Line Analog Loop with CENTREX EKL Line Port
 - 2-Wire 160 kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
 - 2-Wire 160 kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
- 16.5.3.1 The nonrecurring charge in this section applies in lieu of nonrecurring charges for:
- Loop order
 - Port order
 - Loop connection
 - Port connection
- 16.5.4 For each request for a currently existing combination to provide to MCI a UNE-P that does not fall within those unbundled loop/local switching port/shared transport combinations specified in Section 16.5.3, the non-recurring installation and service order charges for the requested ULS-ST port type will apply, and the appropriate service order charges for the particular unbundled loop requested will apply.
- 16.5.5 The nonrecurring charges in this section are Non-Voluntary Terms as ordered by the Public Utilities Commission of Ohio in Case Number 96-922-TP-UNC and 00-1368-TP-ATA.

16.6 NEW UNE COMBINATIONS

- 16.6.1 Subject to the provisions hereof and upon MCI request, Ameritech-Ohio shall meet its combining obligations involving UNEs, including subloops, as provided in and to the extent required by Applicable Law.
- 16.6.2 In accordance with and subject to the provisions of this section, the new UNE combinations set forth in Section 16.7, Schedule – UNE Combinations (Ohio), attached and incorporated into this Agreement shall be made available to MCI as specified in Section 16.7 and this section.
- 16.6.2.1 The following combinations shall not be considered a “new UNE combination” under this section: i) a “currently existing combination” as defined in Section 16.5, ii) the conversion of an existing qualifying special access service to a combination of unbundled loop and transport upon terms and conditions consistent with the FCC’s Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000).
- 16.6.3 The parties acknowledge that it is Ameritech-Ohio’s position, as provided in this section, inclusive, that the United States Supreme Court in *Verizon Comm. Inc.* held that the duties in FCC Rules 51.315(c) and (d) are subject to restrictions limiting Ameritech-Ohio’s obligation to combine UNEs. For example, it is Ameritech-Ohio’s position that, without limitation, there is no obligation when MCI is able to make the combinations itself; and that the new UNE combinations provided in this Agreement may exceed its existing obligations as defined in *Verizon Comm. Inc.* As of the Effective Date, there has been no further ruling or other guidance provided by the FCC upon remand of *Verizon Comm. Inc.* In light of that uncertainty, and subject to the following provisions in this section, inclusive, and the reservation of rights in this Agreement, Ameritech-Ohio is willing to perform the actions necessary to complete the actual physical combination for those new UNE combinations set forth in Section 16.7, Schedule – UNE Combinations, to this Agreement, subject to the following:
- 16.6.3.1 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC’s UNE combining obligations, Ameritech-Ohio shall be relieved of any obligation to perform any combining functions or other actions under this Agreement, in a manner consistent with the UNE combining limitations or restrictions as set forth in such regulatory, judicial, or legislative action; and in accordance with the timeframes set forth in such action, or if no timeframes are set forth, upon the effective date of such regulatory, judicial, or legislative action, and MCI shall thereafter be solely responsible for any such non-included functions or other actions. This section shall apply in accordance with its terms, regardless of any “change of law” or “intervening law” or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this section shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 16.6.3.2 Without affecting the application of Section 16.6.3.1 (which shall apply in accordance with its provisions), if Ameritech-Ohio either

intends to deny or denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCI, (as well as requests where MCI wants Ameritech-Ohio to complete the actual combination), Ameritech-Ohio shall provide written notice to MCI of such denial or of Ameritech-Ohio's intent to deny such request, and in either event, the basis thereof. Such a notice can be given at any time, and from time to time, and for any reason supported by Applicable Law, including the limitations set forth in *Verizon Comm. Inc.* Upon such notice by Ameritech-Ohio, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any Ameritech-Ohio obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, Ameritech-Ohio shall initiate a proceeding before the PUCO for a determination whether such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including this section of this Agreement. MCI reserves its rights to initiate a proceeding before the Commission if such dispute is not resolved between the parties.

- 16.6.4 For a new UNE combination in Section 16.7, Schedule – UNE Combinations, MCI shall issue appropriate service requests. These requests will be processed by Ameritech-Ohio, and MCI will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered, except that an interim nonrecurring charge, subject to true-up, for providing a new UNE-P combination for residential local exchange service, as listed in Appendix Pricing, pursuant to the Order or as modified on Rehearing or Appeal.
- 16.6.5 MCI requests for a new UNE combination that is not listed Section 16.7, Schedule – UNE Combinations (Ohio), or for a combination of UNE(s) with elements possessed by MCI, and subject to the terms herein, inclusive, shall be made by MCI in accordance with either the bona fide requestor special request process applicable under the Agreement (generically referred to as “BFR”) or the Bona Fide Request for Ordinarily Combined Combinations (BFR-OC) process as set forth below, whichever is applicable. Any BFR or BFR-OC for such a new UNE combination is subject to the provisions of the Agreement, except to the extent modified by any requirements, criteria and conditions provided for in this Agreement. The recurring and non-recurring charges applicable to other new combinations involving UNEs requested by MCI, via either the BFR or the BFR-OC process as specified in this section, will be assessed based on the resulting combination as defined in the BFR or the BFR-OC Final Quote.

- 16.6.6 A Bona Fide Request Process for Ordinarily Combined Combinations (BFR-OC) is MCI's written request to Ameritech-Ohio to provide an ordinarily combined combination of unbundled Network Elements not specifically identified in Section 16.7, Schedule – UNE Combinations. The BFR-OC Process may only be used for those new UNE combinations that are "ordinarily combined" by Ameritech-Ohio. A new UNE combination will be considered "ordinarily combined" unless (1) Ameritech-Ohio does not provide services using such a combination of unbundled Network Elements, (2) where Ameritech-Ohio does provide services using such combinations, such provisioning is extraordinary (i.e., a limited UNE combination created in order to provide service to a customer under a unique and generally nonrecurring set of circumstances), or (3) the UNE combination contains a Network Element, feature, or functionality that Ameritech-Ohio is not required to provide as, or in conjunction with, an Unbundled Network Element.
- 16.6.6.1 When MCI submits a BFR-OC it shall provide a technical description of each requested feature, capability, functionality and/or unbundled Network Element requested, including specification of what UNEs the MCI requests Ameritech-Ohio to combine.
- 16.6.6.2 For all requests submitted via the BFR-OC process, Ameritech-Ohio will notify MCI within 10 calendar days of receipt of the complete BFR-OC whether Ameritech-Ohio will accept or reject the BFR-OC.
- 16.6.6.3 For each complete BFR-OC accepted by Ameritech-Ohio, it will provide the requesting MCI within 30 calendar days of receipt of the complete BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested UNE combination), together with general terms and conditions that may apply to the offering.
- 16.6.6.4 If MCI notifies Ameritech-Ohio in writing within 30 calendar days of receipt of Ameritech-Ohio's preliminary analysis that MCI wants the Ameritech-Ohio to proceed with development of the "ordinarily combined" UNE combination, Ameritech-Ohio will provide MCI a Final Quote within 60 calendar days of receipt of the written notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.
- 16.6.6.5 For each complete BFR-OC rejected by Ameritech-Ohio, it will provide the factors upon which the rejection decision was based. If the BFR-OC is rejected because it was for a combination not ordinarily combined, MCI may, at its option, resubmit the request as a standard BFR, according to the provisions of the Agreement.
- 16.6.6.6 Ameritech-Ohio will waive its standard fees associated with the costs for the development of its Preliminary Analysis and Final Quote in the case of a BFR-OC.
- 16.6.6.7 None of the time periods shall begin to run until a complete BFR-OC application required by Ameritech-Ohio is received.
- 16.6.7 If MCI requests new UNE combinations that are not "ordinarily combined" by Ameritech-Ohio, such request shall be made by MCI in accordance with the bona fide request or special request process applicable under the Agreement (generically referred to as "BFR"). In any such BFR, MCI must designate among other things the UNE(s) sought to be combined and the needed

location(s), the order in which the UNEs and any MCI elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an Ameritech-Ohio UNE and the Network Element(s) possessed by MCI.

16.6.7.1 In addition to any other applicable charges, and to the extent not already provided for in the BFR in the Agreement, MCI shall be charged a reasonable cost-based fee for any combining work that is required to be done by Ameritech-Ohio herein. Such cost-based fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. Ameritech-Ohio's preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which MCI requests Ameritech-Ohio to perform work not required herein, MCI shall be charged a market-based rate for any such work.

16.6.8 Without affecting the other provisions hereof, and consistent with Applicable Law, the UNE combining obligations referenced in this section, and subject to the provisions of this section, apply only in situations where each of the following is met:

16.6.8.1 it is technically feasible, including that network reliability and security would not be impaired; and

16.6.8.2 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with Ameritech-Ohio's network.

16.6.9 The UNE combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to MCI to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000)); as specified in Section 17 below.

16.6.10 Ameritech-Ohio need not provide combinations involving Network Elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

16.7 SCHEDULE – NEW UNE COMBINATIONS (Not Requiring a BFR to Order)

UNE-P

- 2-Wire Basic Analog loop w/ Basic line Port
- 2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
- 2-Wire Basic Analog loop w/ Analog DID trunk Port
- 2-Wire Basic Analog loop w/ Centrex Basic line Port
- 2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
- 4-Wire Digital (Loop) with Digital Trunking Trunk Port
- 4-Wire Digital Loop with ULS DS1 Trunk Port
- 4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

- 2-Wire Analog Loop to DS1 or DS3 UDT
- 4-Wire Analog Loop to DS1 or DS3 UDT
- 2-Wire Digital Loop to DS1 or DS3 UDT
- 4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

17 EELs CONVERSIONS**17.1 DESCRIPTION OF CONVERSION AND MCIm CERTIFICATION**

17.1.1 MCIm may request the conversion of a special access arrangement to a UNE Loop and Dedicated Transport combination when it certifies that the special access arrangement is used to provide a significant amount of local exchange service to its end-user customer pursuant to the criteria set forth by the FCC in *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Supplemental Order Clarification, released June 2, 2000 ("Supplemental Order Clarification"), or based on subsequent criteria as defined by the FCC in subsequent Orders released by the FCC that clarify or modify such criteria.

17.1.2 Section 17.1.3 below is intended to describe the self-certification criteria required in the FCC's Supplemental Order Clarification released on June 2, 2000.

17.1.3 MCIm may request that a special access service arrangement be converted to a combination of Unbundled Loop and Unbundled Dedicated Transport Network Elements when MCIm provides a "significant amount of local exchange service" as stated in the Supplemental Order Clarification. The special access service arrangement must meet all the criteria of one of the following options, which must be certified in writing by MCIm to Ameritech-Ohio. The form of such request and certification shall be substantially similar to the forms and processes specified on the Ameritech-Ohio website, or as mutually agreed to by the parties.

17.1.3.1 Option I Criteria

- MCIm certifies in writing that it is the exclusive provider of an end user's local exchange service.

- Each loop-transport combination must terminate at MCIm's collocation arrangement in at least one Ameritech-Ohio central office.

- The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.

- MCIm can then use the loop-transport combinations that serve the end user to carry any type of traffic pursuant to the FCC's Supplemental Order Clarification, at paragraph 22, part (1).

17.1.3.2 Option II Criteria

- MCIm certifies in writing that it provides local exchange and exchange access service to the end user customer's premises, handles at least one third (33 percent) of the end user-customer's local traffic measured as a percent of total end user customer local

dialtone lines, and certifies that it meets all of the following requirements as applicable:

- For DS-1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually.
 - The entire loop facility has at least 10 percent local voice traffic.
 - When a loop-transport combination includes multiplexing (e.g., DS-1 multiplexed to DS-3 level), then each and every one of the individual DS-1 circuits that are so multiplexed must meet the above criteria.
- Each loop-transport combination must terminate at MCI's collocation arrangement in at least one Ameritech-Ohio central office.
 - The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.

17.1.3.3 Option III Criteria

- MCI certifies in writing that at least 50 percent of activated channels on the circuit it seeks to reconfigure is used to provide originating and terminating local dialtone service to the end user and certifies that it meets all of the following requirements as applicable:
 - At least 50 percent of the traffic on each of these dialtone channels is local voice traffic.
 - The entire loop facility has at least 33 percent local voice traffic.
 - When a loop-transport combination includes multiplexing (e.g., DS-1 multiplexed to DS-3 level), then each and every one of the individual DS-1 circuits that are so multiplexed must meet the above criteria.
- The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.

17.1.4 Switched Access and Local Interconnection Trunking

- 17.1.4.1 When MCI's switched access trunks ride channelized special access circuits, the switched access trunks must be groomed off of the special access circuit before the special access circuit can be reconfigured to an Unbundled Loop and Unbundled Dedicated Transport combination pursuant to this Agreement.
- 17.1.4.2 When MCI's switched access trunks ride a switched access higher speed circuit, then the trunks must be groomed off, and the circuit converted to special access before it can be reconfigured to an Unbundled Loop and Unbundled Dedicated Transport combination.

17.1.5 Ongoing Qualification

17.1.5.1 If MCI_m becomes aware subsequent to the reconfiguration from special access to UNEs that for any circuit the certification criteria identified in this section are no longer met, then it shall, within ten (10) calendar days, notify Ameritech-Ohio and the non-qualifying Unbundled Loop and Unbundled Dedicated Transport combination shall be reconfigured to a special access service arrangement.

17.1.5.2 MCI_m will take reasonable measures to ensure that all certifications remain valid and applicable, consistent with the FCC's Supplemental Order Clarification (paragraph 32).

17.2 PRICING PROVISIONS

17.2.1 The applicable recurring monthly rates and charges contained in the Agreement's Pricing Appendix, including without limitation for Unbundled Local Loops, Unbundled Dedicated Transport, cross connects, and multiplexing, shall apply to the loop-transport combinations converted from special access service arrangements hereunder.

17.2.2 The non-recurring charges applied to conversions hereunder shall be in accordance with the PUCO's May 2, 2002 Entry on Rehearing. The charge shall be applied by Ameritech-Ohio to each Local Service Request (LSR) submitted by MCI_m for conversion of a special access circuit to a UNE combination, as specified in Appendix Pricing. Such non-recurring charges shall be interim and subject to true-up, until the PUCO approves the applicable rates for such conversions in Case No. 96-922-TP-UNC.

17.2.3 The rates and charges discussed in this section shall apply until such time as the Commission issues a final order approving the rates, rate elements, and rate structure in Case No. 96-922.

17.3 ORDERING REQUIREMENTS

17.3.1 Orders to Ameritech-Ohio to reconfigure existing special access service arrangements to combinations of Unbundled Loop and Unbundled Dedicated Transport shall be submitted consistent with prior PUCO Orders, to the extent applicable, and pursuant to the ordering requirements posted on Ameritech-Ohio's website.

BONA FIDE REQUEST (“BFR”) PROCESS

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1 GENERAL CONDITIONS

- 1.1 Any request by MCIm for a new, undefined, Unbundled Network Element (a "Request"), or combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request process set forth below. Nothing herein shall constitute a requirement that Ameritech-Ohio must provide any services not otherwise required by the Act.
- 1.2 If a Party to a Bona Fide Request ("BFR") believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under the Dispute Resolution and Escalations provisions of this Agreement.

2 BFR APPLICATION FORM

- 2.1 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth by Ameritech-Ohio. A Bona Fide Request shall be submitted in writing and shall, at a minimum, include:
 - 2.1.1 a technical description of each requested unbundled Network Element;
 - 2.1.2 the desired interface specifications;
 - 2.1.3 a statement that the requested unbundled Network Element will be used to provide a Telecommunications Service;
 - 2.1.4 the quantity requested;
 - 2.1.5 the location(s) requested; and
 - 2.1.6 a non-binding forecast relevant to the service or capability requested.

3 RESPONSIBILITIES OF THE PARTIES

- 3.1 Ameritech-Ohio shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech-Ohio provide:
 - 3.1.1 access to a new, undefined unbundled Network Element not otherwise provided hereunder at the time of such request;
 - 3.1.2 customized service for features, capabilities, functionalities of an unbundled Network Element not otherwise provided hereunder at the time of such request.
- 3.2 Within six (6) Business Days of its receipt, Ameritech-Ohio shall acknowledge receipt of the Bona Fide Request.
- 3.3 Analysis Of The BFR
 - 3.3.1 Within thirty (30) calendar days of its receipt of a Bona Fide Request, Ameritech-Ohio shall provide to MCIm a Preliminary Analysis of such unbundled Network Element, or requested level of quality thereof that is the subject of the Bona Fide Request or customized feature, capability or functionality of an unbundled Network Element. The Preliminary Analysis shall confirm that Ameritech-Ohio will either provide the request

or will provide a detailed explanation that the request is not technically feasible and/or that the request does not qualify as an unbundled Network Element, or that the request is not required to be provided under the Act and/or, that the BFR is not the correct process for the request.

3.3.2 Bona Fide Request Quote

3.3.2.1 *If Ameritech-Ohio determines that the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech-Ohio shall provide MCI a firm price quote and availability date for such development ("Bona Fide Request Quote"). The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the request shall be made available.

3.3.2.1.1 Intentionally Omitted.

3.3.2.1.2 Ameritech-Ohio shall provide a Bona Fide Request Quote within such thirty (30) calendar day period for Bona Fide Requests that involve either:

3.3.2.1.2.1 combinations of standard offerings or;

3.3.2.1.2.2 *individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements, for Ameritech-Ohio retail Customers.

3.3.2.1.3 *For all other Bona Fide Requests, Ameritech-Ohio shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) calendar days from the date Ameritech-Ohio received such Bona Fide Request.

3.3.2.2 Within thirty (30) calendar days of its receipt of the Bona Fide Request Quote, MCI must either, (i) confirm its order pursuant to the Bona Fide Request Quote (ii) cancel its BFR and reimburse Ameritech-Ohio for its costs incurred up to the date of cancellation, or, if it believes such quote is inconsistent with the requirements of the Act, (iii) exercise its rights under the Dispute Resolution and Escalations provisions of this contract. If Ameritech-Ohio does not receive notice of any of the foregoing within such thirty (30) calendar day period, or if MCI shall voluntarily cancel its BFR at any time, the BFR shall be deemed canceled. MCI shall be responsible to reimburse Ameritech-Ohio for its reasonable and demonstrable costs incurred up to the date of cancellation.

- 3.3.2.3 To the extent possible, Ameritech-Ohio will utilize information from previously developed Bona Fide Requests to address similar arrangements in order to shorten the response times for the currently requested Bona Fide Request.

4 PRICES

- 4.1 MCIm is responsible for all reasonable and demonstrable costs incurred by Ameritech-Ohio to review, analyze and process a BFR, up to and including the submission of a BFR quote.
- 4.2 Unless MCIm agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

XDSL

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1 INTRODUCTION

- 1.1 This Appendix xDSL sets forth the xDSL-Capable Loop offerings, and associated rates, terms and conditions, that Ameritech-Ohio will offer to MCI for MCI to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its customers.
 - 1.1.1 Pursuant to the requirements of the Commission's order in Case No. 0101319-TP-ARB, MCI may negotiate a separate broadband service agreement offered by Ameritech-Ohio. Any such separate agreement shall have the same term as this Agreement.
- 1.2 Nothing in this Appendix xDSL shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Appendix xDSL also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.
- 1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).
- 1.4 Ameritech-Ohio shall provide MCI with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

2 DEFINITIONS

- 2.1 For the purpose of this Appendix xDSL, a Loop and Sub-loop are as defined in Appendix UNE.
- 2.2 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standard body. Loop technologies presumed acceptable for deployment include, but are not limited to those referenced in Attachment A.
- 2.3 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under 2.2. above. Deployment of non-standard xDSL-based technologies are allowed as provided in this Appendix xDSL.
- 2.4 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF)

- 2.5 Digital Subscriber Loop or “xDSL” describes loops, which may support various technologies and services over all-copper loops. The ‘x’ in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.

3 GENERAL TERMS AND CONDITIONS RELATING TO XDSL CAPABLE LOOPS

- 3.1 * Ameritech-Ohio agrees to provide a copper loop for MCI to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix xDSL. Ameritech-Ohio will provision UNEs at least equal in performance and quality with what it provides to itself, or to an affiliate or subsidiary. Ameritech-Ohio will not impose limitations on the transmission speeds of xDSL services; provided, however, Ameritech-Ohio does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.2 MCI's use of any Ameritech-Ohio network element, or of its own equipment or facilities in conjunction with any Ameritech-Ohio network element, will not materially interfere with or impair service over any facilities of Ameritech-Ohio, its affiliated companies or connecting and concurring carriers involved in Ameritech-Ohio services, cause damage to Ameritech-Ohio's plant, impair the privacy of any communications carried over Ameritech-Ohio's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Ameritech-Ohio may discontinue or refuse service if MCI violates this provision, provided that such termination of service will be limited to MCI's use of the element(s) causing the violation. Ameritech-Ohio will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCI demonstrates that their use of the network element is not the cause of the network harm. If Ameritech-Ohio does not believe MCI has made the sufficient showing of harm, or if MCI contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions Appendix of this Agreement. Any claims of network harm by Ameritech-Ohio must be supported with specific and verifiable supporting information.
- 3.3 Ameritech-Ohio shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, Ameritech-Ohio will publish non-binding Technical Publications to communicate current standards and their application as set forth in CC Docket No. 98-147, *First Report and Order and Further Notice of Proposed Rulemaking*, FCC 99-48, (rel. March 31, 1999).
- 3.4 Each Party reserves its right to contest whether any xDSL service is subject to the resale and unbundling requirements of federal and state law.
- 3.5 The provision of DSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of excessive bridged taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of Ameritech-Ohio's network and its existing services.

- 3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.

3.7 LIABILITY

- 3.7.1 Notwithstanding any other provision of this Appendix, each Party, whether MCI or Ameritech-Ohio, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on Ameritech-Ohio facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

- 3.7.2 * MCI's use of any Ameritech-Ohio network element, or its own equipment or facilities in conjunction with any Ameritech-Ohio network element, will not materially interfere with or impair service over any facilities of Ameritech-Ohio, its affiliated companies or connecting and concurring carriers involved in Ameritech-Ohio services, cause damage to Ameritech-Ohio's plant, impair the privacy of a communications carried over Ameritech-Ohio's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Ameritech-Ohio may discontinue or refuse service if MCI violates this provision, provided that such termination of service will be limited to MCI's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL or Line Splitting, Ameritech-Ohio will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCI demonstrates that their use of the network element is not the cause of the network harm. If Ameritech-Ohio does not believe MCI has made the sufficient showing of lack of harm, or if MCI contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by Ameritech-Ohio must be supported with specific and verifiable supporting information.

3.8 Indemnification

- 3.8.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnatee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnatee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end user customer of Indemnatee for which Indemnatee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., MCI's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee (i.e., Ameritech-Ohio) and Indemnatee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user customer.
- 3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.8.3 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than ten (10) business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.8.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnatee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnatee's liability.
- 3.8.5 * Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4 xDSL LOOP OFFERINGS

- 4.1 * Except as set forth in Section 2.10.1 of Appendix UNE of this Agreement, Ameritech-Ohio shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but conditioning is required. In that event, MCIIm must be given the opportunity to evaluate the parameters of the xDSL service (or HFPL service) to be provided and determine whether and what type of conditioning it may request to be performed. All conditioning shall be performed at the sole discretion and request of MCIIm. In addition, the loop should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIIm.
- 4.2 * For each loop described below, MCIIm will, at the time of ordering, notify Ameritech-Ohio as to the Power Spectrum Density (PSD) mask of the technology that MCIIm will deploy. If and when a change in PSD mask is made, MCIIm will immediately notify Ameritech-Ohio. Likewise, Ameritech-Ohio will disclose to MCIIm, upon request, information with respect to the number of loops using advanced service technology within the binder and the type of technology employed on those loops. Ameritech-Ohio will use the PSD provided by MCIIm for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIIm shall provide Ameritech-Ohio with a technical description of the technology including power masks for inventory purposes.
- 4.3 * A 2-wire xDSL loop is a copper loop over which MCIIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12, 000 feet or less. However removal of load coils, repeaters or excessive bridge taps on an existing loop length greater than 12,000 feet is optional, subject to condition charges, and will be performed at MCIIm's request. The rates set forth in Appendix Pricing shall apply.
- 4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the Appendix Pricing.
- 4.5 * A 4-Wire xDSL loop for purposes of this section is a copper loop over which MCIIm may provision DSL Technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12,000 feet or less. However, removal of load coils, repeaters or excessive bridged tap on an existing loop length greater than 12,000 feet is optional, subject to condition charges, and will be performed at MCIIm's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL loop.

5 LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

Ameritech-Ohio shall not deny MCIIm's request to deploy any loop technology that is presumed acceptable for deployment by MCIIm, unless it has been demonstrated by Ameritech-Ohio to the Commission in accordance with FCC orders that MCIIm deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service from a user's perspective as caused by technology. In the event that MCIIm wishes to introduce a new technology that does not conform to existing industry standards, and has not been approved by an industry standards body, the FCC, or a state commission. MCIIm shall provide documentation that demonstrates that its

proposed deployment meets the threshold for presumption of acceptability. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that MCI wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, MCI will provide documentation describing that action to Ameritech-Ohio and the Commission before or at the time of its request to deploy such technology within Ameritech-Ohio. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that Ameritech-Ohio rejects a request by MCI for provisioning of advanced services, Ameritech-Ohio will disclose to MCI information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

- 5.1 If loop technology is deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.
 - 5.1.1 For the twelve (12) month period following the approval of this Agreement by the Commission, MCI may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Ohio on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation caused by the technology for twelve (12) months or until industry standards have been established, whichever occurs first. Upon request by MCI, Ameritech-Ohio shall cooperate with MCI in the testing and deployment (i.e., field trial) of new xDSL technology.
 - 5.1.2 If MCI can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, Ameritech-Ohio will not deny MCI's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state Commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).
 - 5.1.3 Ameritech-Ohio will not deploy any technology covered by this Appendix xDSL or Appendix Line Sharing/Line Splitting for its own retail operations, for the retail operations of an affiliate, or to provide service to a third-party (whether retail or wholesale) until it has made ordering procedures for the related unbundled loop type, and reasonable rates, terms and conditions for such loop type, available to MCI.
- 5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, Ameritech-Ohio will provide a loop to support the new technology for MCI as follows:

- 5.2.1 * If the technology requires the use of a 2-Wire or 4-Wire loop that meets the engineering design criteria of a 2-Wire or 4-Wire loop already provisioned by Ameritech-Ohio, then Ameritech-Ohio will provide MCIIm a loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. All other conditioning shall only be performed upon request by MCIIm.
- 5.2.2 In the event that a xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL loop already provisioned by Ameritech-Ohio, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.
- 5.3 If Ameritech-Ohio or MCIIm claims that a MCIIm service is significantly degrading the performance of other advanced services or traditional voice band services, then Ameritech-Ohio must notify MCIIm and allow MCIIm a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that Ameritech-Ohio or MCIIm demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, MCIIm shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 5.4 Sub-Loop: In locations where Ameritech-Ohio has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology or (3) entirely fiber optic facilities to the end user customer, Ameritech-Ohio will make the following options available to MCIIm:
 - 5.4.1 Where spare or dead count copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, MCIIm has the option of requesting Ameritech-Ohio to make copper facilities available.
 - 5.4.2 MCIIm has the option of collocating a DSLAM in, or adjacent to Ameritech-Ohio's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When MCIIm collocates its DSLAM at, or adjacent to, Ameritech-Ohio's RTs, Ameritech-Ohio will provide MCIIm with unbundled access to subloops to allow MCIIm to access the copper wire portion of the loop.
 - 5.4.3 * Where MCIIm is unable to obtain spare or dead count copper loops necessary to provision a DSL service, and Ameritech-Ohio has placed a DSLAM in the RT, Ameritech-Ohio must unbundle and provide access to its packet switching. Ameritech-Ohio is relieved of this unbundling obligation only if it permits MCIIm to collocate its DSLAM in Ameritech-Ohio's remote terminal, on the same terms and conditions that apply to Ameritech-Ohio's own DSLAM. The rates set forth in Appendix Pricing shall apply to access to the DSLAM.

6 PROVISIONING

- 6.1 * Ameritech-Ohio will not guarantee that the local loop(s) ordered will perform as desired by MCI for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. MCI requested testing by Ameritech-Ohio beyond these parameters would be billed on a time and materials basis at the applicable tariffed rates. On loops where MCI has not specifically requested that conditioning be performed, Ameritech-Ohio maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at MCI's request, Ameritech-Ohio will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCI any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, Ameritech-Ohio will remove load coils, repeaters, and excessive bridged taps at no charge to MCI. Provisioning shall include conditioning (i.e., removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet and any conditioning requested by MCI for loops greater than 12,000 feet.
- 6.2 "Proof of Continuity" performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. Internal test performed by Ameritech-Ohio at the Central Office during the provision process shall be done at no charge to MCI. Ameritech-Ohio is not required to provide the results of this internal test to MCI.
- 6.3 Ameritech-Ohio shall provide Acceptance Testing as outlined in Section 9 of this Appendix xDSL.
- 6.4 MCI shall designate, at MCI's sole option, what loop conditioning Ameritech-Ohio is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitance and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 6.5 The provisioning and installation interval for xDSL-capable loops where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop) on orders for 1-20 loops per order or per end user customer location, will be 3-5 business days, or the provisioning and installation interval applicable to Ameritech-Ohio's tariffed xDSL-based services, or its affiliate's, whichever is shorter.
- 6.6 The provisioning and installation intervals for xDSL-capable loops, where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to Ameritech-Ohio's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is shorter. In the event MCI's end user customer require conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply.

- 6.7 Orders for more than 20 loops per order or per end user customer location, where no conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCIm's end user customer require conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply.
- 6.8 Orders for more than twenty (20) loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.
- 6.9 Subsequent to the initial order for a xDSL capable loop, subloop, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, MCIm agrees that standard offered intervals do not constitute performance measurement commitments.
- 6.10 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop when used to provision ADSL over a DSL-capable loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.
- 6.11 Intentionally Omitted.

7 SERVICE QUALITY AND MAINTENANCE

- 7.1 * Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops greater than 12,000 will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where MCIm has requested that no conditioning be performed, Ameritech-Ohio's maintenance will be limited to verifying loop suitability based on POTS design criteria (TR-60, 1999). For loops having had partial or extensive conditioning performed at MCIm's request, Ameritech-Ohio will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, Ameritech-Ohio will remove load coils, repeaters, and excessive bridged taps at no charge to MCIm. Provisioning shall include conditioning (i.e., removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet and any conditioning requested by MCIm for loops greater than 12,000 feet.
- 7.2 MCIm will pay time and material charges when MCIm reports a suspected failure of a network element and Ameritech-Ohio dispatches personnel to the end user customer's demarcation, Ameritech-Ohio's central office or remote terminal, and the trouble was not caused by Ameritech-Ohio. These charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. When MCIm reports trouble to Ameritech-Ohio, and Ameritech-Ohio finds no trouble with its facilities or equipment, and subsequently, MCIm dispatches a technician and the trouble is Ameritech-Ohio's responsibility, then Ameritech-Ohio will pay the cost for dispatching MCIm's technician.

- 7.3 Ameritech-Ohio and MCIIm agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other party. MCIIm may request cooperative testing. If trouble occurs with unbundled Network Elements provided by Ameritech-Ohio, MCIIm will first determine whether the trouble is in MCIIm's own equipment and/or facilities or those of the end user customer. If MCIIm determines the trouble is in Ameritech-Ohio's equipment and/or facilities, MCIIm will issue a trouble ticket to Ameritech-Ohio.

8 SPECTRUM MANAGEMENT

* MCIIm will advise Ameritech-Ohio of the Power Spectrum Density "PSD" mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. MCIIm, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL-capable loop, MCIIm will notify Ameritech-Ohio as to the type of PSD mask MCIIm intends to use on the ordering form, and if and when a change in PSD mask is made, MCIIm will notify Ameritech-Ohio. MCIIm will abide by standards pertinent for the designated PSD mask type. Since Ameritech-Ohio does not perform any Spectrum Management on xDSL capable loops, Ameritech-Ohio agrees that MCIIm's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If Ameritech-Ohio initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIIm.

- 8.1 * Ameritech-Ohio agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. Ameritech-Ohio will attempt to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. Ameritech-Ohio may not segregate xDSL technologies into designated binder groups without specific state commission review and approval, or approved industry standard. In all cases, Ameritech-Ohio will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIIm or by Ameritech-Ohio as well as competitively neutral as between different xDSL services. Where disputes arise, Ameritech-Ohio and MCIIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, Ameritech-Ohio will, upon request from MCIIm, disclose within 3-5 days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant.
- 8.2 In the event that a loop technology without industry standards for spectrum management is deployed, Ameritech-Ohio, MCIIm and the specific state commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. Ameritech-Ohio will assign the local loop consistent with the agreed-to spectrum management standards.

- 8.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix xDSL, Ameritech-Ohio and MCIIm agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 8.4 Within ninety (90) days after general availability of equipment conforming to industry spectrum management standards or the mutually agreed upon standards developed by the industry in conjunction with the specific state commission or FCC, if Ameritech-Ohio and/or MCIIm is providing xDSL technologies or other advanced services for which there is no spectrum management standard, then Ameritech-Ohio and/or MCIIm must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such new standards at its own expense. If the development of these procedures is not completed within ninety (90) days after MCIIm's request to develop these procedures, Ameritech-Ohio and MCIIm will jointly seek expedited resolution by the Commission of all remaining issues.

9 ACCEPTANCE TESTING

- 9.1 Ameritech-Ohio and MCIIm agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.
- 9.2 Should MCIIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
 - 9.2.1 If the LSR was placed without a request for Acceptance Testing, and MCIIm should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 9.3 Acceptance Testing Procedure:
 - 9.3.1 Upon delivery of a loop to/for MCIIm, Ameritech-Ohio's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIIm to initiate performance of a series of Acceptance Tests.
 - 9.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the Ameritech-Ohio field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
 - 9.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the Ameritech-Ohio field technician will not perform a short or open circuit due to technical limitations.
 - 9.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIIm will provide Ameritech-Ohio with a confirmation number and Ameritech-Ohio will complete the order. MCIIm will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

- 9.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCI on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCI representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, Ameritech-Ohio will re-contact the MCI representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCI will provide Ameritech-Ohio with a confirmation number and Ameritech-Ohio will complete the order. If MCI xDSL service does not function as desired, yet test parameters are met, Ameritech-Ohio will still close the order. Ameritech-Ohio will not complete an order that fails Acceptance Testing.
- 9.3.4 Until such time as MCI and Ameritech-Ohio agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCI agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, Ameritech-Ohio agrees that should MCI open a trouble ticket and an Ameritech-Ohio network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an Ameritech-Ohio fault), Ameritech-Ohio, upon MCI request, will adjust MCI's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 9.3.5 Ameritech-Ohio will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCI when MCI cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. Ameritech-Ohio may then close the order utilizing existing procedures, document the time and reason, and may bill MCI as if the Acceptance Test had been completed and the loop accepted, subject to Section 9.4 below.
- 9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from Ameritech-Ohio error as determined through standard testing procedures, MCI will be credited for the cost of the Acceptance Test. Additionally, MCI may request Ameritech-Ohio to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 9.4 below.
- 9.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 Acceptance Testing Billing

9.4.1 MCIIm will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, MCIIm may indicate that it believes that Ameritech-Ohio is failing to install loops that are acceptable under the terms and definitions of this Appendix.

9.4.1.1 Ameritech-Ohio will perform an unbiased random sampling of MCIIm's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that Ameritech-Ohio is correctly provisioning loops with continuity and ordered conditioning ninety percent (90%) of the time over any two (2) month period of time, Ameritech-Ohio may continue charging for Acceptance Testing for all. If the sampling results show that Ameritech-Ohio is not correctly provisioning loops ninety percent (90%) of the time, or greater, Ameritech-Ohio may then perform a comprehensive analysis of the population.

9.4.1.2 If the sampling results from Section 9.4.1.1 above show that Ameritech-Ohio is in non-compliance with the conditioning success rate, as defined in this Appendix, then MCIIm will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of MCIIm's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

9.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, Ameritech-Ohio may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 9.4.1.2 above, be performed to determine whether Ameritech-Ohio can show compliance with the minimum success rates, as defined in Section 9.4.1.1 above. If the sampling result shows Ameritech-Ohio is again in compliance, billing for Acceptance Testing shall resume.

9.4.1.4 Regardless of whether Ameritech-Ohio is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. Ameritech-Ohio will not bill for loop repairs when the repair resulted from an Ameritech-Ohio problem.

9.5 Prices for Acceptance Testing are set forth in Appendix Pricing

10 INTENTIONALLY OMITTED

11 RATES *

See Appendix Pricing. Loop conditioning for loops of 12,000 feet or less are at no charge.

12 INTENTIONALLY OMITTED

13 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 13.1 General: Ameritech-Ohio will provide MCIIm with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in Ameritech-Ohio's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, MCIIm will be given nondiscriminatory access to the same loop makeup information that Ameritech-Ohio is providing any other CLEC and/or Ameritech-Ohio's retail operations or its advanced services affiliate.
- 13.2 Loop Pre-Qualification: Subject to 13.1 above, Ameritech-Ohio's pre-qualification will provide a near real time response to MCIIm queries. Until replaced with OSS access as provided in 13.1, Ameritech-Ohio will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to MCIIm and is available at no charge.
- 13.3 Loop Qualification: Subject to 13.1 above, Ameritech-Ohio will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow MCIIm's, as well as Ameritech-Ohio's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 13.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 13.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in Ameritech-Ohio's electronic databases. MCIIm will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
- 13.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. MCIIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 13.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 13.3.2 above. MCIIm will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.
- 13.4 All three categories of loop qualification are subject to the following:
- 13.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to MCIIm.
- 13.4.2 If MCIIm elects to have Ameritech-Ohio provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to Ameritech-Ohio's affiliate, whichever is less.

- 13.4.3 If the results of the loop qualification indicate that conditioning is available, MCI may request that Ameritech-Ohio perform conditioning at charges set forth in Appendix Pricing. MCI may order the loop without conditioning or with partial conditioning if desired.
- 13.4.4 For HFPL, if MCI's requested conditioning will degrade the customer's analog voice service, Ameritech-Ohio is not required to condition the loop. However, should Ameritech-Ohio refuse MCI's request to condition a loop, Ameritech-Ohio will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

Attachment A

xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Attachment A are presumed acceptable for deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically be incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	Standard
ADSL	T1E1 LB869 (T1E1.4/2000-002R3)/ANSI T1.413 1998 (Issue 2) FDM/ITU 992.1
SDSL	(2B1Q) ANSI TR.28/ ITU 991.1
IDSL	ANSI T1.601
HDSL	ANSI TR28/ITU 991.1
HDSL2	
VDSL	
RADSL	ANSI T1.413 1998 (Issue 2)
MVL	
G.Lite	

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by Ameritech-Ohio.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s

LINE SHARING

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1 INTRODUCTION

- 1.1 This Appendix Line Sharing sets forth the terms and conditions under which Ameritech-Ohio will provide MCIIm with unbundled line-shared high frequency portion of the loop ("HFPL") Unbundled Network Elements, and associated terms and conditions, that Ameritech-Ohio will offer to MCIIm for MCIIm to use to provide HFPL to its end user customers. In addition to the terms and conditions of this Appendix Line Sharing, Ameritech-Ohio shall make unbundled HFPL Network Elements available to MCIIm in accordance with applicable terms and conditions of Appendix UNE and Appendix xDSL, which are hereby incorporated into this Appendix Line Sharing by this reference. In the event of a conflict between the terms of this Appendix Line Sharing and Appendix xDSL, or between this Appendix Line Sharing and Appendix UNE, the Parties agree that the terms of this Appendix Line Sharing shall control.
- 1.2 The Parties agree that final outcomes from the SBC 13-State Line Sharing Collaborative may, at MCIIm's request, be incorporated into this Appendix Line Sharing and that the Parties will negotiate in good faith to arrive at an agreement on conforming modifications. If negotiations for such amendments fail, either Party may seek to resolve such disputes in accordance with the Dispute Resolution and Escalation requirements of this Agreement.
- 1.3 * MCIIm may provide voice and data services over the same loop by engaging in "line splitting" as set forth in paragraph 323-29 of the FCC's Texas 271 Order (CC Docket 00-65 (FCC 00-238), released June 30, 2000). Consistent with that Order, Ameritech-Ohio shall not be required to provide low frequency voice service to CLEC "A" and high frequency data service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix Line Sharing, or any Ameritech-Ohio splitters. MCIIm shall provide any splitters used for line splitting. To implement line splitting, MCIIm may order, including using supporting OSS, loops, unbundled switching, collocater-to-collocater connections, and available cross-connects, under the terms and conditions set forth in this Agreement.
- 1.4 The Parties enter into this Appendix Line Sharing without waiving current or future relevant legal rights and without prejudicing any position either Party may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies, or courts of competent jurisdiction.
- 1.5 Ameritech-Ohio shall provide MCIIm with the UNEs and reporting associated with UNEs, described in this Appendix Line Sharing in compliance with the performance standards set forth in Appendix Performance Measurements of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record), the Uniform and Enhanced OSS POR (OSS POR) and any specific state Commission or FCC rule, order, or mandated industry standard proceeding.
- 1.6 Ameritech-Ohio shall provide MCIIm with the services provided pursuant to this Appendix at the rates set forth in Appendix Pricing of this Agreement.

2 DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions.
- 2.2 “Digital Added Main Line” or “DAML” is a technology employed to derive multiple voice-grade POTS circuits from a single copper pair.
- 2.3 Intentionally Omitted.
- 2.4 * “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. Ameritech-Ohio shall only make the HFPL available to MCI in those instances where Ameritech-Ohio is also providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user customer.
- 2.5 Intentionally Omitted.
- 2.6 “Line Share Turn-Up Test” shall be defined as testing for HFPL by the Parties as more specifically described in Section 10 in accordance with the Line Share Turn-Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.
- 2.7 * Line Splitting: Line Splitting occurs when a single carrier or two partner carriers provide voice and data services over the same unbundled xDSL-capable loop. Ameritech-Ohio must permit MCI to engage in line splitting where MCI purchases the entire loop and provides its own splitter. For instance, if MCI is providing voice service using the UNE-platform, it can order an unbundled xDSL-capable loop terminated to a collocated splitter and DSLAM equipment and unbundled switching combined with shared transport, to replace its existing UNE-platform arrangement with a configuration that allows provisioning of both data and voice services. In this situation, Ameritech will provide the loop that was part of the existing UNE-platform as the unbundled xDSL-capable loop, unless the loop that was used for the UNE-platform is not capable of supporting xDSL service. MCI may also use an unbundled xDSL-capable loop and unbundled switching elements to provide voice and data service to an end user not already served via the UNE-platform.
- 2.8 “Splitter” is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (“DSLAM”) equipment or may be externally mounted.

3 GENERAL TERMS AND CONDITIONS RELATED TO UNBUNDLED HFPL AND LINE SPLITTING

- 3.1 In addition to the general terms and conditions set forth in this Section 3, Ameritech-Ohio shall make HFPL and Line Splitting available to MCI in accordance with the terms and conditions of Section 4 of Appendix xDSL (General Terms and Conditions Related to Unbundled xDSL-Capable Loops).
- 3.2 Ameritech-Ohio will provide HFPL and Line Splitting for MCI to deploy xDSL technologies Presumed Acceptable For Deployment or Non-Standard xDSL-Based Technology as defined in Appendix xDSL. Ameritech-Ohio will not impose limitations on the transmission speeds of xDSL services; provided, however, that Ameritech-Ohio does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the FCC's Line Sharing Order, MCI may only deploy xDSL technologies using HFPL or Line Splitting when the HFPL or the Line Splitting does not interfere with analog voice band transmission.

4 HFPL AND LINE SPLITTING NETWORK ELEMENTS

- 4.1 * Ameritech-Ohio shall support MCI's ability to provide combinations of voice services, data services, or voice and data services, to the extent provided in this Appendix Line Sharing.
- 4.1.1 Intentionally Omitted.
- 4.1.2 Intentionally Omitted.
- 4.2 When Ameritech-Ohio is the provider of retail POTS analog voice service on the same Loop to the same end user customer, Ameritech-Ohio shall provide MCI with HFPL access on that same Loop, provided that such Loop meets the Loop requirements as defined in Section 4 of Appendix xDSL.
- 4.3 * Line Splitting. Ameritech-Ohio will provide Line Splitting to MCI in accordance with the requirements of this Appendix Line Sharing. If MCI is providing voice service over UNE-P and orders an unbundled xDSL-capable Loop in order to also provide data services, Ameritech-Ohio will provide the Loop that was part of the existing UNE-P as the unbundled xDSL-capable Loop. Ameritech-Ohio will interrupt, if at all, MCI's voice services only to the extent necessary to provision the data services under the Line Splitting arrangement.
- 4.4 * Use of High Bandwidth Services Supplier. MCI may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by MCI to add, change or delete Advanced Services capabilities on a xDSL-capable Loop employed or ordered by MCI. If MCI chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by MCI. For orders submitted under this Appendix Line Sharing, Ameritech-Ohio will treat the order in exactly the same manner as if MCI, and not a third party, submitted the order.
- 4.5 * MCI will indemnify and hold harmless Ameritech-Ohio and each of its officers, directors, employees, and agents against any liability or damage arising out of the negligence and willful acts of an authorized HBSS. MCI specifically releases Ameritech-Ohio from any liability or damage that might result from Ameritech-Ohio's processing of an order submitted by an authorized HBSS on behalf of MCI.

5 LOOP OFFERING

- 5.1 Sub-Loop: In locations where Ameritech-Ohio has deployed: (1) DLC systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) DAML technology; or (3) entirely fiber optic facilities to the end user customer Ameritech-Ohio will make the following options available to MCI:
- 5.1.1 Where spare or dead count copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, MCI has the option of requesting that Ameritech-Ohio make copper facilities available.
- 5.1.2 MCI has the option of collocating a DSLAM in, or adjacent to, Ameritech-Ohio Remote Terminal at the fiber/copper interface point, pursuant to collocation terms and conditions. When MCI collocates its DSLAM at, or adjacent to, Ameritech-Ohio Remote Terminals, Ameritech-Ohio will provide MCI with unbundled access to subloops to allow MCI to access the copper wire portion of the loop.
- 5.1.3 * Where MCI is unable to obtain spare or dead count copper loops necessary to provision a DSL service, and Ameritech-Ohio has placed a DSLAM in the Remote Terminal, Ameritech-Ohio must unbundle and provide access to its DSLAM. Ameritech-Ohio is relieved of this requirement to unbundle its DSLAM if it permits MCI to collocate its DSLAM in the RT on the same terms and conditions that apply to Ameritech-Ohio's own DSLAM. The rates set forth in Appendix Pricing shall apply to access to Ameritech-Ohio's DSLAM.
- 5.1.4 When requested by MCI, Ameritech-Ohio will remove DAML as a part of line conditioning when it is unable to obtain a spare copper loop necessary to provision a DSL service, of such removal affects only one (1) customer and the customer agrees to such removal. MCI will pay Ameritech-Ohio the rate for removal of such DAML set forth in the Appendix Pricing.
- 5.2 * When Ameritech-Ohio traditional retail POTS services are disconnected (as opposed to suspended), Ameritech-Ohio will notify MCI that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full standalone UNE loop or will be disconnected at MCI's option. Absent a request from MCI to disconnect use of the HFPL within three (3) business days of such notification from Ameritech-Ohio, Ameritech-Ohio will automatically convert the HFPL to a full standalone UNE loop. In the event the HFPL is converted to a full standalone UNE loop, Ameritech-Ohio will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by MCI. In the event MCI requests the splitter be removed from the loop, MCI shall pay for reconfiguration associated with removal of the splitter. When Ameritech-Ohio removes an Ameritech-Ohio owned splitter to convert the customer to a standalone loop, a momentary service outage (e.g., less than one minute or as defined by the FCC) in MCI's data service will occur provided that such outage does not conflict with any FCC decision, rule or regulation. In the event of a conflict with any FCC order, Ameritech-Ohio must seek relief from the FCC.

- 5.3 Ameritech-Ohio shall not be required to obtain the prior written consent of MCIIm before migrating an end user customer who is presently receiving MCIIm's data services; provided, however, Ameritech-Ohio shall not decommission an old copper loop when to do so eliminates MCIIm's ability to offer, or to continue to provide, DSL service subject to the following conditions:
- 5.3.1 Ameritech-Ohio shall not be restricted from decommissioning the copper line if the existing DSL customer and/or MCIIm elects not to purchase and pay for the entire UNE copper loop.
- 5.3.2 If, however, the existing MCIIm DSL customer and MCIIm elect to pay for the entire UNE copper loop (and thereby to continue DSL service over the existing copper line even when the customer's voice service is transported over a fiber portion of the loop), Ameritech-Ohio may not decommission the copper line until rates, terms and conditions for transport over fiber have been negotiated, mediated and/or arbitrated by the Parties under the Act. In addition, Ameritech-Ohio will continue to reasonably maintain copper lines so MCIIm has the ability to offer, or continue to provide, xDSL service. Ameritech-Ohio may, in the normal course of maintenance and upgrades, reuse existing copper for other purposes, but only if the copper stays in its existing location and continues to be available for use by MCIIm (e.g., not if reuse requires removing the copper and placing it in a different geographic area).
- 5.4 * Ameritech-Ohio shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-355, paragraph 75.
- 5.5 * HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where Ameritech-Ohio is not the retail POTS provider. In the event that the FCC issues an order requiring Ameritech-Ohio to provision access to the HFPL as part of a UNE-P, Ameritech-Ohio shall comply with such order when effective and without delay. Any Ameritech-Ohio Amendment implementing such an FCC ruling must provide that the service is available to begin consistent with any date ordered by the FCC and will become effective when filed at the Commission, unless otherwise ordered by the Commission.
- 5.6 Intentionally Omitted.

6 OSS

Ameritech-Ohio shall provide MCIIm with OSS access and information for HFPL and Line Splitting in accordance with the applicable terms and conditions of Appendix xDSL, Appendix UNE and Appendix OSS of this Agreement.

7 PROVISIONING

- 7.1 In addition to the terms and conditions of this section, Ameritech-Ohio shall provide MCIIm with provisioning for HFPL and Line Splitting, when applicable, in accordance with the terms and conditions of Appendix xDSL.
- 7.2 * For HFPL, if MCIIm's requested conditioning will significantly degrade the customer's analog voice service, Ameritech-Ohio is not required to condition a Loop. However, should Ameritech-Ohio refuse MCIIm's request to condition a Loop, Ameritech-Ohio will either (a) locate another Loop that has been or can be

conditioned, migrate Ameritech-Ohio's voiceband service to that Loop and provide MCIIm with access to the HFPL on that alternative Loop; or (b) make an affirmative showing to the Commission that conditioning the specific Loop in question will significantly degrade voice band services. Provisioning intervals for HFPL are the same as those set forth in Section 7 of Appendix xDSL. If Ameritech-Ohio denies a Loop conditioning request from MCIIm, Ameritech-Ohio shall send to MCIIm, within 24 hours of denying MCIIm's request, a letter explaining in sufficient detail the technical criteria upon which Ameritech-Ohio based its determination. This letter should also include all the data used by Ameritech-Ohio to reach its conclusion including, but not limited to, the Loop make-up (length, the wire gauge, distribution of load coils) and the resistance design criteria. If such explanation is satisfactory to MCIIm, Ameritech-Ohio shall not be required to make a showing to the Commission. If MCIIm is not satisfied with Ameritech-Ohio's explanation, MCIIm shall notify Ameritech-Ohio within forty-eight (48) hours of receipt of Ameritech-Ohio's letter. Such notification may serve as notification under the Dispute Escalation and Resolution provisions of this Agreement. If any such dispute comes before the Commission, the burden of proof shall be on Ameritech-Ohio.

8 SERVICE QUALITY AND MAINTENANCE

- 8.1 If requested by MCIIm, the Parties shall perform Line Share Turn-up Testing on HFPL in accordance with the requirements set forth in the Line Share Turn Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.
- 8.2 Narrowband/voice service: If the narrowband, or voice, portion of a Loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, Ameritech-Ohio shall repair the narrowband portion of the Loop without disturbing the broadband portion of the Loop. Ameritech-Ohio and MCIIm agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will Ameritech-Ohio perform any Splitter testing, repair or maintenance that interrupts the flow of data to a MCIIm customer without first attempting to coordinate with MCIIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable coordination have been made by Ameritech-Ohio without resolution, Ameritech-Ohio may restore narrowband voice service without MCIIm's approval.
 - 8.2.1 Ameritech-Ohio will offer a 24-hour clearing time, excluding weekends and holidays, on trouble reports referred by MCIIm and found to be in the Central Office. If Ameritech-Ohio isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by MCIIm data equipment or MCIIm-owned Splitter, Ameritech-Ohio will attempt to notify MCIIm and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). MCIIm will allow the customer the option of restoring the POTS service if the customer is not satisfied with the repair interval provided by MCIIm. If the customer chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either MCIIm or Ameritech-Ohio (or if MCIIm has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to Ameritech-Ohio cutting around the POTS

Splitter/DSLAM equipment to restore POTS. When MCI resolves the trouble condition in its equipment, MCI will contact Ameritech-Ohio to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in MCI equipment, Ameritech-Ohio will charge MCI upon closing the trouble ticket.

8.3 Splitter Maintenance

8.3.1 Ameritech-Ohio is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter and MCI is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter.

8.3.2 Ameritech-Ohio and MCI agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. As a last resort, Ameritech-Ohio may restore voice service without MCI's approval, where Ameritech-Ohio is the voice provider.

8.3.3 Procedures and Access. Ameritech-Ohio will provide resolution of MCI-referred trouble tickets for the HFPL in parity with repair intervals Ameritech-Ohio provides its advanced services affiliates for the HFPL.

8.3.3.1 If MCI opens a trouble ticket for the HFPL portion of the loop to Ameritech-Ohio and the problem is determined to be in MCI's network, MCI will pay Ameritech-Ohio the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair, as specified in herein) upon closing the trouble ticket.

8.3.3.2 Intentionally Omitted.

8.3.3.3 MCI-Owned Splitter.

8.3.3.3.1 When MCI owns the Splitter, MCI is responsible for performing maintenance, repair and testing on the Splitter.

8.3.3.3.2 If Ameritech-Ohio isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by MCI data equipment or splitter, Ameritech-Ohio will notify MCI and request a trouble ticket and a committed restoration time from MCI for clearing the reported trouble.

8.3.3.3.3 MCI shall not rearrange or modify the retail POTS within its equipment in any way beyond the original HFPL service.

8.3.3.4 Test Head

8.3.3.4.1 Ameritech-Ohio will provide MCIs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a MCI utilizing MLT intrusive test scripts, MCI must have established data service on that loop and have

specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. MCIIm may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. MCIIm shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on MCIIm's trouble documentation for non-mechanized tests.

- 8.3.3.4.2 MCIIm hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to Ameritech-Ohio facilities and hereby agrees to release, defend and indemnify Ameritech-Ohio, and hold Ameritech-Ohio harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against Ameritech-Ohio by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by MCIIm.
- 8.3.3.4.3 MCIIm shall have physical and/or remote test access to new test capabilities on the same terms and conditions (parity treatment) as Ameritech-Ohio provides to other CLECs should such new test capabilities be developed. MCIIm shall have physical and/or remote test access as specified in herein.
- 8.3.3.5 Either Party may offer the end user customer the option of restoring the POTS line if the end user customer is not satisfied with the repair interval provided by MCIIm. If the end user customer chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either MCIIm or Ameritech-Ohio, the contacted Party will notify the other and provide contact names prior to Ameritech-Ohio "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.
- 8.3.3.6 When MCIIm resolves the trouble condition in its equipment, MCIIm will contact Ameritech-Ohio to restore the HFPL.
- 8.3.3.7 In the event the trouble is identified and corrected in MCIIm equipment, Ameritech-Ohio will charge MCIIm the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair, as specified in herein, upon closing the trouble ticket.

8.3.3.8 MCIm shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with Ameritech-Ohio.

9 HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

9.1 MCIm will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters. When physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement. When virtually collocated, Ameritech-Ohio will install, provision and maintain Splitters under the terms and conditions for virtual collocation set forth in Appendix Collocation of this Agreement. Ameritech-Ohio will also allow a MCIm-owned shelf to be installed under the terms and conditions of virtual collocation.

9.1.1 When physically collocated, Splitters will be placed in traditional collocation areas as set forth in Appendix Collocation of this Agreement or applicable Commission-ordered tariff. In this arrangement, MCIm will have test access to the line side of the Splitter on the terminating end of the cross connect to the collocation arrangement. When virtually collocated, Ameritech-Ohio will install the Splitter in an Ameritech-Ohio bay and Ameritech-Ohio will access the Splitter on behalf of MCIm for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. MCIm is not permitted direct physical access to the MDF or the IDF for testing.

9.1.1.1 Splitter provisioning will use standard Ameritech-Ohio configuration cabling and wiring in Ameritech-Ohio locations. Ameritech-Ohio's Connecting Block layouts will reflect standard recognizable arrangements that will work with Ameritech-Ohio Operations Support Systems ("OSS").

9.1.1.1.1 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.1.1.2 All Splitter equipment must be compliant with applicable national standards and NEBS Level 1.

10 LINE SHARE TURN-UP TESTING PROCEDURES

10.1 The Line Share Turn-Up Test will be performed only on HFPL orders. Line Share Turn-Up Test is comprised of several work steps to be completed by Ameritech-Ohio central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

10.2 Line Share Turn-Up Test will be completed by close of business one (1) day prior to due date.

10.3 Detailed procedures of this Line Share Turn-Up Test can be located in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section. MCIm will not be billed for the Line Share Turn-Up Test.

11 SPECTRUM MANAGEMENT

The Parties shall use spectrum management to manage the deployment of HFPL in accordance with the standards set forth in Section 8 of Appendix xDSL of this Agreement.

CNAM DATABASE

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Ameritech-Ohio provides MCIIm access to its Calling Name ("CNAM") Database.

2 UNBUNDLED NETWORK ELEMENT

- 2.1 * Ameritech-Ohio will provide nondiscriminatory access to the data contained in the CNAM on a per query basis. Ameritech-Ohio will not provide bulk access to the data in the CNAM database. Ameritech-Ohio shall provide MCIIm with access to all of the same information in the CNAM Database to which Ameritech-Ohio has access for the provision of Caller ID service. If Ameritech-Ohio has access to CNAM data provided by any Affiliates of Ameritech-Ohio, it shall also make such data available to MCIIm.

3 CALLING NAME (CNAM) DATABASE

- 3.1 * The CNAM Database contains subscriber information (including name and telephone number) used to show the customer name of an incoming call on a display attached to the telephone. A Calling Name Database may be part of, or separate from, a LIDB. Ameritech-Ohio shall provide MCIIm with access to Ameritech-Ohio's CNAM Database as described in Appendix LIDB.
- 3.2 Intentionally Omitted.
- 3.3 Intentionally Omitted.
- 3.4 Intentionally Omitted.
- 3.5 Intentionally Omitted.
- 3.6 Intentionally Omitted.
- 3.7 * Ameritech-Ohio owns and maintains the database software, but does not own the actual data containing Calling Name Information (including 10 digit ANI, calling name, privacy indicator, and an indication of "non-published status") of telephone subscribers.

4 INTENTIONALLY OMITTED**5 INTENTIONALLY OMITTED****6 USE OF CNAM INFORMATION ***

- 6.1 MCIIm may use the CNAM information provided pursuant to this Appendix to provide any Telecommunications Service to its customers. CNAM information may be combined with any other Network Element(s) for the provision of any Telecommunications Service.
- 6.2 Ameritech-Ohio shall not impose any limitations, restrictions, or requirements on requests for, or the use of, CNAM information that would impair the ability of MCIIm to offer any Telecommunications Service in the manner MCIIm intends.

7 LIMITATION OF LIABILITY

- 7.1 In no event shall Ameritech-Ohio have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.
- 7.2 Ameritech-Ohio is furnishing access to its LIDB to facilitate MCI's provision of services to its end user customers, but not to insure against the risk of non-completion of any call. While Ameritech-Ohio agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. MCI acknowledges that Ameritech-Ohio can furnish Line Record information only as accurate and current as the information has been provided to Ameritech-Ohio for inclusion in its LIDB Database. Therefore, Ameritech-Ohio, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to MCI or to MCI's Query originating carrier customers except for such inaccuracies caused by Ameritech-Ohio's willful misconduct or gross negligence.
- 7.3 Ameritech-Ohio's liability to MCI for CNAM database fraud, system outages or inaccessibility shall be limited to MCI's direct damages, provided, however, that unauthorized acts of Ameritech-Ohio employees that caused harm to MCI shall not be subject to the limitations of this Section 7.3 and shall be determined on a case-by-case basis. Ameritech-Ohio shall not be liable to MCI for unauthorized use of CNAM database information by MCI or other third-party database users.
- 7.4 Intentionally left blank.
- 7.5 MCI acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

LIDB SERVICE

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by Ameritech-Ohio to MCIIm.

2 DEFINITIONS

- 2.1 "Database (or Data Base)" means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 "Data Owner" means a telecommunications company, including Ameritech-Ohio that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB.
- 2.3 "Personal Identification Number" (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 "Query" means a message that represents a request to a Database for information.
- 2.5 "Query Rate" means a per-query usage rate that applies to each Query received at an Ameritech-Ohio Database.
- 2.6 "Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an Ameritech-Ohio STP to the SCP where LIDB resides and back.
- 2.7 "Response" means a message that, when appropriately interpreted, represents an answer to a Query.

3 DESCRIPTION OF SERVICE

- 3.1 * LIDB is a UNE that must be provided in a nondiscriminatory manner and provides MCIIm with line information. Ameritech-Ohio will provide the data contained in the LIDB without use restriction on a per query basis at TELRIC rates.
- 3.1.1 * If LIDB is subject to use restrictions, Ameritech-Ohio shall provide MCIIm with batch downloads of the LIDB.
- 3.2 MCIIm acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Ameritech-Ohio's CCS/SS7 network. MCIIm further agrees that Ameritech-Ohio, at its sole discretion, shall employ on a nondiscriminatory basis certain automatic and/or manual overload controls within Ameritech-Ohio's CCS/SS7 network to guard against these detrimental effects. Ameritech-Ohio will report to MCIIm any instances where overload controls are invoked due to MCIIm's CCS/SS7 network and MCIIm agrees in such cases to take immediate corrective actions as are necessary, provided that such actions are nondiscriminatory to cure the conditions causing the overload situation.
- 3.3 Prior to Ameritech-Ohio initiating service under this Appendix, MCIIm shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, Ameritech-Ohio, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service to MCIIm, Ameritech-Ohio shall notify MCIIm of Ameritech-Ohio's intent not to

provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to Ameritech-Ohio. This paragraph does not apply to carriers that have working LIDB service under an existing Agreement on a per query type basis with Ameritech-Ohio.

- 3.4 MCIIm will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. MCIIm shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.5 MCIIm understands that access to Ameritech-Ohio's LIDB may not provide MCIIm with access to all of the data of all Data Owners in Ameritech-Ohio's LIDB. When a region in Ameritech-Ohio implements LIDB Data Screening by Data Owner, certain Data Owners may choose to limit or restrict MCIIm from accessing their data. MCIIm understands that Ameritech-Ohio will comply with Data Owners' requests to so limit or restrict their data. Should MCIIm desire access to any restricted Data Owner's LIDB Information, MCIIm understands that any requests and negotiations for such access to the Data Owner's LIDB Information will be between MCIIm and said Data Owner.
- 3.6 * Data Owners are solely responsible for the accuracy and completeness of the Line Records they store in Ameritech-Ohio's LIDB; accordingly Ameritech-Ohio is not responsible for the accuracy or completeness of those Line Records, except in those instances when Ameritech is the Data Owner. MCIIm will resolve any disputes regarding data accuracy with the appropriate Data Owner.
- 3.7 Intentionally Omitted.
- 3.8 * MCIIm's access to the LIDB on an unbundled basis, pursuant to Section 319(e)(2) of FCC rules, shall be only for purposes of providing any telecommunications services MCIIm intends to offer in Ameritech-Ohio's territory.

4 TELEPHONE LINE NUMBER CALLING CARDS

- 4.1 * When an end user customer migrates its service from Ameritech-Ohio to MCIIm and requests that its Ameritech-Ohio assigned telephone line number based calling card be terminated, Ameritech-Ohio shall terminate the card and make appropriate updates to the LIDB within a commercially reasonable time. MCIIm may issue a new telephone calling card to a Local Resale or a Network Element Customer, utilizing the same telephone line number, and MCIIm's entry of the telephone line number into LIDB for calling card validation purposes. Ameritech-Ohio shall also use commercially reasonable efforts to update the LIDB by purging inactive calling card accounts.

5 PRICE AND PAYMENT

- 5.1 MCIIm will pay Ameritech-Ohio a per-Query rate for each Query initiated into Ameritech-Ohio's LIDB. MCIIm will also pay Ameritech-Ohio a per-Query Transport Rate for each Validation and OLNS Query initiated into Ameritech-Ohio's LIDB. These rates are set forth in Appendix Pricing.
- 5.2 MCIIm will pay a Service Establishment Nonrecurring Charge for each point code MCIIm requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 5.3 MCIIm will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service

Application in Ameritech-Ohio. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

- 5.4 MCIIm will make payment to Ameritech-Ohio for LIDB Service based upon the rates set forth in Appendix Pricing.
- 5.5 Except as set forth herein, Ameritech-Ohio will record usage information for MCIIm's LIDB Service Queries terminating to Ameritech-Ohio's LIDB. Ameritech-Ohio will use its SCPs as the source of usage data.
- 5.6 MCIIm will notify Ameritech-Ohio when MCIIm discontinues use of an Originating Point Code ("OPC") used to Query LIDB.
- 5.7 Ameritech-Ohio will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth herein.
- 5.8 * Ameritech-Ohio shall charge MCIIm the Commission-ordered TELRIC rate for LIDB queries, as set forth in Appendix Pricing of this Agreement.
- 5.9 Intentionally Omitted.

6 OWNERSHIP OF INFORMATION

- 6.1 Telecommunications companies depositing information in Ameritech-Ohio's LIDB retain full and complete ownership and control over such information. MCIIm obtains no ownership interest by virtue of this Appendix.
- 6.2 * Unless expressly authorized in writing by the Parties, MCIIm will not use LIDB for purposes other than prohibited by law. MCIIm will access LIDB on a call-by-call basis. MCIIm may not store for future use any non-MCIIm data that MCIIm accesses from Ameritech-Ohio's LIDB. Ameritech-Ohio agrees that MCIIm may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate MCIIm's facilities usage needs, and for engineering, capacity, and network planning. MCIIm agrees that Ameritech-Ohio may use statistics for the same purposes. MCIIm may aggregate individual LIDB statistics regarding the number of MCIIm's LIDB Queries and similar type of information during a specified time period, such as a month or a year. MCIIm will only publish such statistics in aggregate form and will ensure that all non-MCIIm names are redacted and cannot reasonably be identified from the published materials.
- 6.3 Proprietary information residing in Ameritech-Ohio's LIDB is protected from unauthorized access and MCIIm may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:
 - 6.3.1 Billed (Line/Regional Accounting Office (RAO)) Number
 - 6.3.2 PIN Number(s)
 - 6.3.3 Billed Number Screening (BNS) indicators
 - 6.3.4 Class of Service (also referred to as Service or Equipment)
 - 6.3.5 Reports on LIDB usage
 - 6.3.6 Information related to billing for LIDB usage

6.3.7 LIDB usage statistics

- 6.4 If MCIIm acts on behalf of other carriers, MCIIm will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from Ameritech-Ohio's LIDB.

7 TERM AND TERMINATION

- 7.1 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

8 LIMITATION OF LIABILITY

- 8.1 Ameritech-Ohio's liability to MCIIm for LIDB fraud, system outages or inaccessibility shall be limited to MCIIm's direct damages, provided, however, that unauthorized acts of Ameritech-Ohio employees that caused harm to MCIIm shall not be subject to the limitations of this Section 8.1 and shall be determined on a case-by-case basis. Ameritech-Ohio shall not be liable to MCIIm for unauthorized use of LIDB information by MCIIm or other third-party database users.

9 COMMUNICATION AND NOTICES

- 9.1 Ordering and billing inquiries for the services described herein from Ameritech-Ohio shall be directed to the Local Service Center (LSC).

10 MUTUALITY

- 10.1 MCIIm agrees to make its Line Record Information available to Ameritech-Ohio. Should MCIIm store its Line Record information in a database other than Ameritech-Ohio's, MCIIm will make such Information available to Ameritech-Ohio through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between Ameritech-Ohio and the database provider. Ameritech-Ohio agrees to negotiate in good faith to reach such an agreement. If Ameritech-Ohio is unable to reach such agreement, MCIIm acknowledges that such MCIIm Line Record information will be unavailable to any customer, including any MCIIm's customer, that is served by Ameritech-Ohio's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

PERFORMANCE MEASUREMENTS

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1 INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by Ameritech-Ohio, that would be deemed sufficient to demonstrate the provision of non-discriminatory access to Ameritech-Ohio's Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.
- 1.6 Intentionally Omitted.
- 1.7 As used herein, Merger Conditions shall mean those conditions related to the SBC Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation and in the Federal Communications Commission's Order ("FCC") in CC Docket No. 98-141.
- 1.8 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.

2 RESULTS OF COLLABORATIVE PROCESS

- 2.1 The Parties agree that the Performance Measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when approved by the state Commission and after all appeal rights have been exhausted, into this Appendix by reference. The Parties agree to accept and abide by such performance measurement, remedy plans and Business Rules. Ameritech-Ohio shall post the Performance Measurements, remedy plan and Business Rules developed under the Collaborative Process to SBC/Ameritech's Internet website pursuant to the terms developed under the Collaborative Process.
- 2.2 The Parties agree that Performance Measurements, remedies and Business Rules may be revised through the Collaborative Process, and the Parties agree to incorporate such changes when approved by the state Commission and after all appeal rights have been exhausted. In the event a Party disputes the adoption of a proposed revision from the Collaborative Process, the Party seeking such adoption shall raise the issue with the state Commission for resolution, with such process being the sole and exclusive process for seeking resolution of such issue. Until a final state Ohio Commission order resolving the issue is effective, the Parties agree to abide by any existing performance measures, remedy plans and Business Rules as arrived at via the industry collaborative process and/or ordered or approved by the Ohio Commission.
- 2.3 When MCIIm accesses Ameritech-Ohio's OSS using a Service Bureau Provider acting as MCIIm's agent, the measurement of Ameritech-Ohio's performance shall not include the Service Bureau Provider's processing, availability or response time.

PRICING

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1 INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for Network Elements, Interconnection, methods of obtaining Interconnection and access to Network Elements and for other services provided pursuant to this Agreement. To the extent required by Applicable Law, such rates shall be reasonable and nondiscriminatory.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 * All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate. The Parties further agree that during any negotiations pursuant to this Section 1.4, Ameritech-Ohio shall provide MCIIm with the Contemplated Service in question and MCIIm shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.4, the Parties agree to use the appropriate Ameritech-Ohio tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.
- 1.5 Each rate set forth in this Appendix is the total rate applicable for the respective service, saved for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon 47 C.F.R. § 51.505(b) and Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by Ameritech-Ohio under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to MCIIm's Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if Ameritech-Ohio provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by Ameritech-Ohio and MCIIm.
- 1.6 Intentionally Omitted.
- 1.7 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. If the Commission or other administrative or judicial body of competent jurisdiction subsequently orders a different rate, either Party, upon the Commission's order, may provide written notice to the other Party, to change the rate set forth in this Agreement to conform to the new rate ordered by the Commission. Upon written notice, the Parties will negotiate an amendment to this Agreement reflecting the new rate. The new rate will be effective on the date of receipt of the written notice of election.
- 1.8 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a

permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, an interim rate will be replaced by the permanent rate retroactive to the Effective Date of this Agreement, and will be trued up within ninety (90) days after the Effective Date of the amendment adopting the permanent rate.

- 1.9 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

B

C

D

Total Access Lines:

See: Tariff 20, Part 4, Section 1, Sheets 1-47

See: Tariff 20, Part 4, Section 1, Sheets 1-47

See: Tariff 20, Part 4, Section 1, Sheets 1-47

For Unbundled Interoffice Transmission Facilities:

Rate Zone:

Zone 1

Zone 2

Zone 3

Total Access Lines:

See: FCC #2, Section 7, Subsection 7.7

See: FCC #2, Section 7, Subsection 7.7

See: FCC #2, Section 7, Subsection 7.7

- 1.10 For modifications of Ameritech-Ohio's plant facilities not specifically included in this Agreement see the BFR process described in Appendix BFR.
- 1.11 Ameritech-Ohio shall not charge MCIIm different rates for unbundled Network Elements based on the class of end user customers served by MCIIm, or on the type of services provided by MCIIm using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.

2 RECURRING CHARGES

- 2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be specified in Appendix Pricing. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the Appendix BFR of this Agreement.
- 2.2 Intentionally Omitted.
- 2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed Ameritech-Ohio will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, Ameritech-Ohio will round up to the next whole mile before determining the mileage and applying rates.

3 NON-RECURRING CHARGES

- 3.1 The Parties acknowledge that in Case Nos. 96-922-TP-UNC/00-1362-TP-ATA, the Ohio Commission is currently considering the issue of what, if any, service order, recurring and non-recurring charges should apply when UNEs are ordered as part of the Unbundled Network Element Platform (UNE-P). Until a final decision is reached by the Ohio Commission, the Parties agree that MCIIm requests for UNEs will be processed by Ameritech-Ohio, and MCIIm will be charged UNE service order charge(s), in addition to recurring and nonrecurring charges for each individual UNE and cross connect ordered, as set forth in this Appendix, including UNEs that are ordered as part of the UNE-P product. When the Ohio Commission issues a final order in Case Nos. 96-922-TP-UNC/00-1362-TP-ATA, the Parties agree to amend this Section consistent with the final order. All charges paid by MCIIm under this Section will be subject to true-up to the Effective Date of this contract and such true-up shall be implemented consistent herein.
- 3.2 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.3 Time and Material charges (a.k.a. additional labor charges) are defined in the Appendix Pricing.

INVOICING

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1 INTRODUCTION

- 1.1 This Appendix addresses:
 - 1.1.1 all terms and conditions for billing of Interconnection, Resale Services, Network Elements, functions, facilities, products and services; and
 - 1.1.2 all terms and conditions for billing of OSS to the extent not explicitly covered in Appendix OSS.
- 1.2 The Parties agree to participate in and comply, whenever possible, with the Ordering and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) guidelines. However, due to system limitations and/or new product developments, Ameritech-Ohio may proceed ahead of industry guidelines as necessary or choose not to implement. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines.
- 1.3 All invoices containing billing data and information shall be in accordance with the POR and CMP.
- 1.4 To the extent that there are no OBF guidelines or CABS BOS outputs governing the formatting of certain data, such data will be issued in a format mutually agreed to by the Parties.

2 TRANSMISSION OF BILLS

- 2.1 Intentionally Omitted.
- 2.2 This section applies solely to Ameritech-Ohio's transmission of bills. The Parties will meet during the implementation of this Agreement to negotiate the means of transmissions unless arrangements exist for transmission of billing information. Ameritech-Ohio will transmit billing information and data in electronic format. Upon transmission failure, MCI will notify Ameritech-Ohio and Ameritech-Ohio will re-transmit the bill at Ameritech-Ohio's cost. The payment due date for resubmitted transmissions will be thirty-five (35) days negotiated at the time MCI notifies Ameritech-Ohio of the transmission failure.
- 2.3 For Ameritech-Ohio, in emergency situations where transmissions have failed, when media transmittal has to be used to convey a bill, the Parties will generate media to be transported to each other via a courier. The Parties will have no responsibility to return media delivered to each other.
- 2.4 For Ameritech-Ohio, the Parties shall use media packaging that is sufficient to insure that the media is protected and useable when it is received by the other Party.
- 2.5 For enhancements to transmissions of existing and new bills, the Parties shall use test and production data that will be developed between the Parties. The file (block size, record length, etc.) will be mutually agreed upon by the Parties.
- 2.6 Intentionally Omitted.
- 2.7 The Parties will share contingency procedures and policies that will be used to manage billing disruptions.

- 2.8 The Parties shall provide each other a single point of contact (SPOC), for Ameritech-Ohio the SPOC will be MCIIm's designated account manager for handling any questions or problems regarding bills or that may arise during the implementation and performance of the obligations of this Appendix. The Ameritech-Ohio SPOC will be available via a single telephone number (not through an answering center).
- 2.9 Intentionally Omitted.
- 2.10 Ameritech-Ohio will provide MCIIm with written or electronic notice of all billing changes, including format changes. The notice will be given within a reasonable time prior to the first changed bill.
- 2.11 Ameritech-Ohio will render and transmit to MCIIm accurate and timely bills
- 2.12 The Parties shall deliver all bills no later than ten (10) calendar days after the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Appendix). Any bill received on a Saturday, Sunday or bank holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days receipt has been delayed.
- 2.13 The Parties will reimburse or credit each other for incorrect charges including, but not limited to, overcharges, services ordered or requested but not delivered, and service interruption which cause the purchased service to be unavailable. All requests for reimbursement or credit under this section shall be submitted to the billing Party in writing and shall state the nature of the claim and the specific services affected. These reimbursements will be set forth in the appropriate section of the bill that correlates to a billing dispute raised by either Party.

3 REMITTANCE OF BILLS

- 3.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, or as otherwise agreed to by the Parties.
- 3.2 Subject to the terms of this Agreement, each Party shall remit payment to the other Party as set out below:
 - 3.2.1 * Remittance in full of all undisputed bills rendered by Ameritech-Ohio is due within thirty (30) calendar days after each Invoice/Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix. If the payment due date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Appendix.

4 LATE PAYMENT CHARGES

- 4.1 A late payment charge shall be applied, if: (i) no payment is received by the billing Party by the Bill Due Date; (ii) a partial payment of the amount due is received by the billing Party after the Bill Due Date; or (iii) payment or partial payment is received by the billing Party in funds that are not immediately available to the billing Party.

- 4.1.1 If any charge incurred under this Agreement that is billed out of any billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date an amount equal to the lesser of:
 - 4.1.1.1 The highest interest rate that may be levied by Applicable Law compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party; or
 - 4.1.1.2 .0005 percent (0.0005%) of the amount due, compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party. Calculation by this method yields an annual percentage rate of eighteen percent (18%).

5 DISPUTED AMOUNTS AND ESCROW ACCOUNTS

- 5.1 Intentionally Omitted.
- 5.2 * If any portion of an amount due to a Party (the "Billing Party") for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third-party escrow agent mutually agreed upon by the Parties. To be acceptable, the third-party escrow agent must meet all of the following criteria:
 - 5.2.1 The financial institution proposed as the third-party escrow agent must be located within the continental United States;
 - 5.2.2 The financial institution proposed as the third-party escrow agent may not be an Affiliate of either Party; and
 - 5.2.3 The financial institution proposed as the third-party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
 - 5.2.4 In addition to the foregoing requirements for the third-party escrow agent, the disputing Party and the financial institution proposed as the third-party escrow agent must agree that the escrow account will meet all of the following criteria:
 - 5.2.4.1 The escrow account must be an interest bearing account;
 - 5.2.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 5.2.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third-party escrow agent;
 - 5.2.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal.

5.2.5 Intentionally Omitted.

5.2.6 Except as provided in this section, all billing disputes will be resolved pursuant to the Dispute Resolution and Escalation provisions in this Agreement.

6 DISBURSEMENT OF ESCROW ACCOUNTS

6.1 Disbursements from the escrow account shall be limited to those:

6.1.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

6.1.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of the Agreement; or

6.1.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award.

6.2 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth herein.

6.3 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of the Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

6.3.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

6.3.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

6.3.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and

6.3.4 * no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of any Late Payment Charges.

7 PAYMENT

7.1 * MCIIm shall make payments to Ameritech-Ohio via electronic funds credit transfers through the Automated Clearing House Association (ACHA) network to the financial institution designated by Ameritech-Ohio, or in order to accommodate MCIIm's existing payment arrangements with Ameritech-Ohio and established credit rating, by check. Remittance information will be communicated together with the funds transfer via the ACHA network. MCIIm shall use the CCD+ or the CTX transaction set. MCIIm and Ameritech-Ohio shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACHA credit transfer shall be received by

Ameritech-Ohio no later than the Bill Due Date of each bill or Late Payment Charges will apply. Ameritech-Ohio shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or third parties, including MCI's financial institution. MCI is responsible for its own banking fees.

8 ADDITIONAL COPIES OF BILLS

- 8.1 For Ameritech-Ohio, upon request, each Party shall provide the requesting Party an additional copy of bills at no additional charge.

9 OSS BILLING

- 9.1 With respect to all current OSS billing interfaces covered by this Appendix, the Parties will comply with the final version of the Ameritech-Ohio Uniform and Enhanced OSS ("Uniform POR") once approved by the FCC.
- 9.2 Ameritech-Ohio shall provide proper notice of interface phase out as required by the Change Management Process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.
- 9.3 To achieve enhanced system functionality (e.g. Bill info, Daily Usage Extract) as quickly as possible, the Parties acknowledge that they may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. The Parties are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements.
- 9.4 The IS Call Center for the Ameritech-Ohio region provides a technical support function for current OSS billing interfaces. MCI will also provide a single point of contact for technical support issues related to the electronic OSS billing interfaces. The Parties are responsible for obtaining operating system software and hardware to access each other's current OSS billing interfaces.
- 9.5 Ameritech-Ohio shall continue to provide MCI electronic billing for the products/services currently billed electronically in the Ameritech-Ohio region.
- 9.6 The Parties acknowledge that billing for everything in this Agreement from MCI to Ameritech-Ohio, the volume of bills does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCI will provide Ameritech-Ohio with billing in paper format, unless otherwise mutually agreed.
- 9.7 Intentionally Omitted.
- 9.8 The Parties will cooperatively test new BOS releases of CABs in line with normal industry practice. The Parties will also cooperatively test new releases, enhancements or other changes to the EDI billing system.

10 NONPAYMENT AND PROCEDURES FOR DISCONNECTION*

- 10.1 If a Party (the "Non-Paying Party") fails to pay an undisputed amount on the Bill Due Date (as defined in Appendix Invoicing of this Agreement) the billing Party (the "Billing Party") shall provide the Non-Paying Party written notice of the past due amount fifteen (15) Business Days after the Bill Due Date. Upon receipt of such notice, the Non-Paying Party

shall, within fourteen (14) Business Days of its receipt of the notice, either (i) pay the past due amount specified in the notice or (ii) provide the Billing Party with written notice of its intent to dispute the past due amount.

- 10.2 If the Non-Paying Party fails to (i) pay any undisputed amounts or fails to file a bona fide dispute for amounts in dispute by the deadline provided in the first late payment notification, (ii) pay the disputed portion of a past due bill for Resale Services or Network Elements into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party will, in addition to exercising any other rights or remedies it may have under Applicable Law, provide a second late payment notice/written demand to the Non-Paying Party for failing to comply with the foregoing. When a Billing Party provides a second late payment notice/written demand to the Non-Paying Party, the Billing Party shall also provide the Commission with a copy of such notice at the same time such notice is provided to the Non-Paying Party. If the Non-Paying Party does not satisfy the second late payment notice/written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options.
- 10.3 assess a late payment charge and where appropriate, a dishonored check charge;
- 10.4 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- 10.5 refuse to accept new, or complete pending orders; and/or
- 10.6. discontinue service only for those specific services for which payment has not been received.

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
4							
5	UNBUNDLED NETWORK ELEMENTS						
6							
7	Unbundled Loops						
8		2-Wire Analog - Rural (Access Area D)		\$9.43		See NRC prices below	
9		2-Wire Analog - Suburban (Access Area C)		\$7.88		See NRC prices below	
10		2-Wire Analog - Metro (Access Area B)		\$5.84		See NRC prices below	
11		Conditioning for dB Loss					
12		4-Wire Analog - Rural (Access Area D)		\$19.37		See NRC prices below	
13		4-Wire Analog - Suburban (Access AreaC)		\$16.41		See NRC prices below	
14		4-Wire Analog - Metro (Access Area B)		\$10.29		See NRC prices below	
15		2-Wire Digital - Rural (Access Area D)		\$10.79		See NRC prices below	
16		2-Wire Digital - Suburban (Access Area C)		\$9.34		See NRC prices below	
17		2-Wire Digital - Metro (Access Area B)		\$6.38		See NRC prices below	
18		4-Wire Digital - Rural (Access Area D)		\$62.07		See NRC prices below	
19		4-Wire Digital - Suburban (Access Area C)		\$81.14		See NRC prices below	
20		4-Wire Digital - Metro (Access Area B)		\$66.45		See NRC prices below	
21		DS3 Loop - Rural (Access Area D)		\$825.60		See NRC prices below	Interim
22		DS3 Loop - Suburban (Access Area C)		\$821.81		See NRC prices below	Interim
23		DS3 Loop - Metro (Access Area B)		\$729.02		See NRC prices below	Interim
24							
25		Universal Loop (G/S) Band B		\$6.07		N/A	
26		Universal Loop (G/S) Band C		\$8.50		N/A	
27		Universal Loop (G/S) Band D		\$10.02		N/A	
28							
29		EKL Loop Band B		\$7.36		N/A	
30		EKL Loop Band C		\$12.02		N/A	
31		EKL Loop Band D		\$13.35		N/A	
32							
33		Coin Loop Band B		\$5.84		N/A	
34		Coin Loop Band C		\$7.88		N/A	
35		Coin Loop Band D		\$9.43		N/A	
36							
37		64 Kbps Band B		\$65.68		N/A	
38		64 Kbps Band C		\$65.30		N/A	
39		64 Kbps Band D		\$65.42		N/A	
40							
41		1.544Mbps Band B		\$66.45		N/A	
42		1.544 Mbps Band C		\$81.14		N/A	
43		1.544 Mbps Band D		\$62.07		N/A	
44							
45	DSL Capable Loops						
46		2-Wire Digital Loop ISDN/IDSL					
47		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area D- Rural		See 2-Wire Digital Above		See NRC prices below	
48		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Suburban		See 2-Wire Digital Above		See NRC prices below	
49		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Metro		See 2-Wire Digital Above		See NRC prices below	
50		2-Wire xDSL Loop					
51		PSD #1 - 2-Wire xDSL Loop Access Area D- Rural		\$9.43		See NRC prices below	
52		PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban		\$7.88		See NRC prices below	
53		PSD #1 - 2-Wire xDSL Loop Access Area B- Metro		\$5.84		See NRC prices below	
54							
55		PSD #2 - 2-Wire xDSL Loop Access Area D- Rural		\$9.43		See NRC prices below	
56		PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban		\$7.88		See NRC prices below	
57		PSD #2 - 2-Wire xDSL Loop Access Area B- Metro		\$5.84		See NRC prices below	
58							
59		PSD #3 - 2-Wire xDSL Loop Access Area D- Rural		\$9.43		See NRC prices below	
60		PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban		\$7.88		See NRC prices below	
61		PSD #3 - 2-Wire xDSL Loop Access Area B- Metro		\$5.84		See NRC prices below	
62							
63		PSD #4 - 2-Wire xDSL Loop Access Area D- Rural		\$9.43		See NRC prices below	
64		PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban		\$7.88		See NRC prices below	
65		PSD #4 - 2-Wire xDSL Loop Access Area B- Metro		\$5.84		See NRC prices below	
66							
67		PSD #5 - 2-Wire xDSL Loop Access Area D- Rural		\$9.43		See NRC prices below	
68		PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban		\$7.88		See NRC prices below	
69		PSD #5 - 2-Wire xDSL Loop Access Area B- Metro		\$5.84		See NRC prices below	
70							
71		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural		\$9.43		See NRC prices below	
72		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban		\$7.88		See NRC prices below	
73		PSD #7 - 2-Wire xDSL Loop Access Area B- Metro		\$5.84		See NRC prices below	
74		4-Wire xDSL Loop					
75		PSD #3 - 4-Wire xDSL Loop Access Area D- Rural		\$19.37		See NRC prices below	
76		PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban		\$16.41		See NRC prices below	
77		PSD #3 - 4-Wire xDSL Loop Access Area B- Metro		\$10.29		See NRC prices below	
78							
79		HFPL Loop					
80		HFPL Loop - Access Area D- Rural		\$4.76		N/A	Interim
81		HFPL Loop - Access Area C- Suburban		\$3.99		N/A	Interim
82		HFPL Loop - Access Area B- Metro		\$2.97		N/A	Interim
83							
84		Loop Qualification Process					
85		Loop Qualification Process - Mechanized		N/A		\$0.00	Interim
86		Loop Qualification Process - Manual		N/A		TBD	Interim
87		Loop Qualification Process - Detailed Manual		N/A		TBD	Interim
88							
89		DSL Conditioning Options - >12KFT and < 17.5KFT					
90		Removal of Repeater Options		N/A		\$297.71	Interim

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
91			Removal Bridged Tap Option	N/A		\$487.21	Interim
92			Removal of Load Coil	N/A		\$821.16	Interim
93			DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
94			Removal of Repeater Options	N/A		\$297.71	Interim
95			Removal Bridged Tap Option	N/A		\$243.62	Interim
96			Removal of Load Coil	N/A		\$273.72	Interim
97							
98	Charges for xDSL Acceptance Testing						
99			FCC Tariff No. 2 Sec. 13.3.4 (C)(1)(a)	N/A		\$40.92 for first half hour/fraction	
100			Rates subject to tariff changes	N/A		\$22.60 additional	
101			If requested by MCI, Overtime or Premium time charges will apply for Acceptance Testing requests in off hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.	N/A		USOC-UBCX	
102							
103	Loop Non-Recurring Charges (Excluding DS3)						
104			Service Ordering - Per Order	N/A		\$16.02	
105			Line Connection - Per Loop	N/A		\$30.61	
106			HFPL Service Order Charge	N/A		\$16.23	
107							
108	DS3 Loop Non-Recurring Charges						
109			Administrative	N/A		\$205.56	Interim
110			Design & Central Office	N/A		\$643.36	Interim
111			Customer Connection	N/A		\$219.32	Interim
112							
113	Service Coordination fee per account, per CO			NA		\$0.48	
114							
115	SUB-LOOPS						
116			CO to RT sub-loop				
117			2 Wire Analog - area B	\$5.49		See NRC prices below	Interim
118			2 Wire Analog - Area C	\$6.24		See NRC prices below	Interim
119			2 Wire Analog - area D	\$9.34		See NRC prices below	Interim
120			4 Wire Analog - area B	\$13.58		See NRC prices below	Interim
121			4 Wire Analog - area C	\$16.13		See NRC prices below	Interim
122			4 Wire Analog - area D	\$22.01		See NRC prices below	Interim
123			2 Wire DSL - area B	N/A		See NRC prices below	Interim
124			2 Wire DSL - area C	N/A		See NRC prices below	Interim
125			2 Wire DSL - area D	N/A		See NRC prices below	Interim
126			4 Wire DSL - area B	N/A		See NRC prices below	Interim
127			4 Wire DSL - area C	N/A		See NRC prices below	Interim
128			4 Wire DSL - area D	N/A		See NRC prices below	Interim
129			2 Wire ISDN Compatible - area B	\$12.85		See NRC prices below	Interim
130			2 Wire ISDN Compatible - area C	\$14.10		See NRC prices below	Interim
131			2 Wire ISDN Compatible - area D	\$23.62		See NRC prices below	Interim
132			4 Wire DS1 Compatible - area B	\$95.36		See NRC prices below	Interim
133			4 Wire DS1 Compatible - area C	\$89.34		See NRC prices below	Interim
134			4 Wire DS1 Compatible - area D	\$112.84		See NRC prices below	Interim
135			DS3 compatible subloop - Area B	\$716.71		See NRC prices below	Interim
136			DS3 compatible subloop - Area C	\$806.96		See NRC prices below	Interim
137			DS3 compatible subloop - Area D	\$810.62		See NRC prices below	Interim
138			CO to SAI Sub-Loop				
139			2 Wire Analog - area B	\$5.87		See NRC prices below	Interim
140			2 Wire Analog - Area C	\$6.95		See NRC prices below	Interim
141			2 Wire Analog - area D	\$9.16		See NRC prices below	Interim
142			4 Wire Analog - area B	\$14.31		See NRC prices below	Interim
143			4 Wire Analog - area C	\$17.55		See NRC prices below	Interim
144			4 Wire Analog - area D	\$21.63		See NRC prices below	Interim
145			2 Wire DSL - area B	\$5.04		See NRC prices below	Interim
146			2 Wire DSL - area C	\$6.10		See NRC prices below	Interim
147			2 Wire DSL - area D	\$6.50		See NRC prices below	Interim
148			4 Wire DSL - area B	\$10.02		See NRC prices below	Interim
149			4 Wire DSL - area C	\$12.18		See NRC prices below	Interim
150			4 Wire DSL - area D	\$12.96		See NRC prices below	Interim
151			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
152			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
153			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
154			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
155			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
156			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
157			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
158			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
159			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
160			CO to Terminal sub-loop				
161			2 Wire Analog - area B	\$8.36		See NRC prices below	Interim
162			2 Wire Analog - Area C	\$11.70		See NRC prices below	Interim
163			2 Wire Analog - area D	\$15.86		See NRC prices below	Interim
164			4 Wire Analog - area B	\$19.36		See NRC prices below	Interim
165			4 Wire Analog - area C	\$27.05		See NRC prices below	Interim
166			4 Wire Analog - area D	\$35.05		See NRC prices below	Interim
167			2 Wire DSL - area B	\$7.52		See NRC prices below	Interim
168			2 Wire DSL - area C	\$10.87		See NRC prices below	Interim
169			2 Wire DSL - area D	\$13.22		See NRC prices below	Interim
170			4 Wire DSL - area B	\$15.06		See NRC prices below	Interim
171			4 Wire DSL - area C	\$21.69		See NRC prices below	Interim
172			4 Wire DSL - area D	\$26.38		See NRC prices below	Interim
173			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
174			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
175			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
176			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
177			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
178			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
179			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
180			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
181			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
182		RT to SAI sub-loop					
183			2 Wire Analog - area B	\$0.95		See NRC prices below	Interim
184			2 Wire Analog - Area C	\$1.16		See NRC prices below	Interim
185			2 Wire Analog - area D	\$1.70		See NRC prices below	Interim
186			4 Wire Analog - area B	\$1.89		See NRC prices below	Interim
187			4 Wire Analog - area C	\$2.31		See NRC prices below	Interim
188			4 Wire Analog - area D	\$3.36		See NRC prices below	Interim
189			2 Wire DSL - area B	\$0.95		See NRC prices below	Interim
190			2 Wire DSL - area C	\$1.16		See NRC prices below	Interim
191			2 Wire DSL - area D	\$1.70		See NRC prices below	Interim
192			4 Wire DSL - area B	\$1.89		See NRC prices below	Interim
193			4 Wire DSL - area C	\$2.31		See NRC prices below	Interim
194			4 Wire DSL - area D	\$3.36		See NRC prices below	Interim
195			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
196			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
197			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
198			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
199			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
200			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
201			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
202			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
203			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
204		RT to Terminal sub-loop					
205			2 Wire Analog - area B	\$3.44		See NRC prices below	Interim
206			2 Wire Analog - Area C	\$5.92		See NRC prices below	Interim
207			2 Wire Analog - area D	\$8.40		See NRC prices below	Interim
208			4 Wire Analog - area B	\$6.93		See NRC prices below	Interim
209			4 Wire Analog - area C	\$11.81		See NRC prices below	Interim
210			4 Wire Analog - area D	\$16.77		See NRC prices below	Interim
211			2 Wire DSL - area B	N/A		See NRC prices below	Interim
212			2 Wire DSL - area C	N/A		See NRC prices below	Interim
213			2 Wire DSL - area D	N/A		See NRC prices below	Interim
214			4 Wire DSL - area B	\$6.93		See NRC prices below	Interim
215			4 Wire DSL - area C	\$11.81		See NRC prices below	Interim
216			4 Wire DSL - area D	\$16.77		See NRC prices below	Interim
217			2 Wire ISDN Compatible - area B	\$3.44		See NRC prices below	Interim
218			2 Wire ISDN Compatible - area C	\$5.92		See NRC prices below	Interim
219			2 Wire ISDN Compatible - area D	\$8.40		See NRC prices below	Interim
220			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
221			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
222			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
223			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
224			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
225			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
226		RT to NID sub-loop					
227			2 Wire Analog - area B	\$4.40		See NRC prices below	Interim
228			2 Wire Analog - Area C	\$7.02		See NRC prices below	Interim
229			2 Wire Analog - area D	\$9.66		See NRC prices below	Interim
230			4 Wire Analog - area B	\$8.82		See NRC prices below	Interim
231			4 Wire Analog - area C	\$14.00		See NRC prices below	Interim
232			4 Wire Analog - area D	\$19.29		See NRC prices below	Interim
233			2 Wire DSL - area B	\$4.40		See NRC prices below	Interim
234			2 Wire DSL - area C	\$7.02		See NRC prices below	Interim
235			2 Wire DSL - area D	\$9.66		See NRC prices below	Interim
236			4 Wire DSL - area B	\$8.82		See NRC prices below	Interim
237			4 Wire DSL - area C	\$14.00		See NRC prices below	Interim
238			4 Wire DSL - area D	\$19.29		See NRC prices below	Interim
239			2 Wire ISDN Compatible - area B	\$4.40		See NRC prices below	Interim
240			2 Wire ISDN Compatible - area C	\$7.02		See NRC prices below	Interim
241			2 Wire ISDN Compatible - area D	\$9.66		See NRC prices below	Interim
242			4 Wire DS1 Compatible - area B	\$27.80		See NRC prices below	Interim
243			4 Wire DS1 Compatible - area C	\$32.55		See NRC prices below	Interim
244			4 Wire DS1 Compatible - area D	\$38.06		See NRC prices below	Interim
245			DS3 compatible subloop - Area B	\$716.71		See NRC prices below	Interim
246			DS3 compatible subloop - Area C	\$806.96		See NRC prices below	Interim
247			DS3 compatible subloop - Area D	\$810.62		See NRC prices below	Interim
248		SAI to Terminal sub-loop					
249			2 Wire Analog - area B	\$3.59		See NRC prices below	Interim
250			2 Wire Analog - Area C	\$5.61		See NRC prices below	Interim
251			2 Wire Analog - area D	\$7.70		See NRC prices below	Interim
252			4 Wire Analog - area B	\$7.25		See NRC prices below	Interim
253			4 Wire Analog - area C	\$11.22		See NRC prices below	Interim
254			4 Wire Analog - area D	\$15.42		See NRC prices below	Interim
255			2 Wire DSL - area B	N/A		See NRC prices below	Interim
256			2 Wire DSL - area C	N/A		See NRC prices below	Interim
257			2 Wire DSL - area D	N/A		See NRC prices below	Interim
258			4 Wire DSL - area B	\$7.25		See NRC prices below	Interim
259			4 Wire DSL - area C	\$11.22		See NRC prices below	Interim
260			4 Wire DSL - area D	\$15.42		See NRC prices below	Interim
261			2 Wire ISDN Compatible - area B	\$3.59		See NRC prices below	Interim
262			2 Wire ISDN Compatible - area C	\$5.61		See NRC prices below	Interim
263			2 Wire ISDN Compatible - area D	\$7.70		See NRC prices below	Interim
264			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
265			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
266			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
267			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim

TBD -To be determined
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ICB -Individual Case Basis
NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
268			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
269			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
270		SAI to NID	sub-loop				
271			2 Wire Analog - area B	\$4.54		See NRC prices below	Interim
272			2 Wire Analog - Area C	\$6.71		See NRC prices below	Interim
273			2 Wire Analog - area D	\$8.97		See NRC prices below	Interim
274			4 Wire Analog - area B	\$9.14		See NRC prices below	Interim
275			4 Wire Analog - area C	\$13.42		See NRC prices below	Interim
276			4 Wire Analog - area D	\$17.94		See NRC prices below	Interim
277			2 Wire DSL - area B	\$4.54		See NRC prices below	Interim
278			2 Wire DSL - area C	\$6.71		See NRC prices below	Interim
279			2 Wire DSL - area D	\$8.97		See NRC prices below	Interim
280			4 Wire DSL - area B	\$9.14		See NRC prices below	Interim
281			4 Wire DSL - area C	\$13.42		See NRC prices below	Interim
282			4 Wire DSL - area D	\$17.94		See NRC prices below	Interim
283			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
284			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
285			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
286			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
287			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
288			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
289			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
290			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
291			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
292		Terminal to NID	sub-loop				
293			2 Wire Analog - area B	\$1.36		See NRC prices below	Interim
294			2 Wire Analog - Area C	\$1.61		See NRC prices below	Interim
295			2 Wire Analog - area D	\$1.76		See NRC prices below	Interim
296			4 Wire Analog - area B	\$2.78		See NRC prices below	Interim
297			4 Wire Analog - area C	\$3.18		See NRC prices below	Interim
298			4 Wire Analog - area D	\$3.53		See NRC prices below	Interim
299			2 Wire DSL - area B	\$1.36		See NRC prices below	Interim
300			2 Wire DSL - area C	\$1.61		See NRC prices below	Interim
301			2 Wire DSL - area D	\$1.76		See NRC prices below	Interim
302			4 Wire DSL - area B	\$2.78		See NRC prices below	Interim
303			4 Wire DSL - area C	\$3.18		See NRC prices below	Interim
304			4 Wire DSL - area D	\$3.53		See NRC prices below	Interim
305			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
306			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
307			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
308			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
309			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
310			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
311			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
312			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
313			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
314			NID sub-loop element				
315			2 Wire Analog - area B	\$0.18		See NRC prices below	Interim
316			2 Wire Analog - Area C	\$0.18		See NRC prices below	Interim
317			2 Wire Analog - area D	\$0.18		See NRC prices below	Interim
318			4 Wire Analog - area B	\$0.35		See NRC prices below	Interim
319			4 Wire Analog - area C	\$0.33		See NRC prices below	Interim
320			4 Wire Analog - area D	\$0.33		See NRC prices below	Interim
321			2 Wire DSL - area B	\$0.18		See NRC prices below	Interim
322			2 Wire DSL - area C	\$0.18		See NRC prices below	Interim
323			2 Wire DSL - area D	\$0.18		See NRC prices below	Interim
324			4 Wire DSL - area B	\$0.35		See NRC prices below	Interim
325			4 Wire DSL - area C	\$0.33		See NRC prices below	Interim
326			4 Wire DSL - area D	\$0.33		See NRC prices below	Interim
327			2 Wire ISDN Compatible - area B	\$0.18		See NRC prices below	Interim
328			2 Wire ISDN Compatible - area C	\$0.18		See NRC prices below	Interim
329			2 Wire ISDN Compatible - area D	\$0.18		See NRC prices below	Interim
330			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
331			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
332			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
333			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
334			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
335			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
336			SPOI sub-loop element				
337			2 Wire Analog - area B	\$1.14		See NRC prices below	Interim
338			2 Wire Analog - Area C	\$1.14		See NRC prices below	Interim
339			2 Wire Analog - area D	\$1.14		See NRC prices below	Interim
340			4 Wire Analog - area B	\$2.29		See NRC prices below	Interim
341			4 Wire Analog - area C	\$2.29		See NRC prices below	Interim
342			4 Wire Analog - area D	\$2.29		See NRC prices below	Interim
343			2 Wire DSL - area B	\$1.14		See NRC prices below	Interim
344			2 Wire DSL - area C	\$1.14		See NRC prices below	Interim
345			2 Wire DSL - area D	\$1.14		See NRC prices below	Interim
346			4 Wire DSL - area B	\$2.29		See NRC prices below	Interim
347			4 Wire DSL - area C	\$2.29		See NRC prices below	Interim
348			4 Wire DSL - area D	\$2.29		See NRC prices below	Interim
349			2 Wire ISDN Compatible - area B	\$1.14		See NRC prices below	Interim
350			2 Wire ISDN Compatible - area C	\$1.14		See NRC prices below	Interim
351			2 Wire ISDN Compatible - area D	\$1.14		See NRC prices below	Interim
352			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
353			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
354			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
355			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
356			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
357			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
358			Sub-Loop Non-Recurring Charges				
359			2-Wire Analog Sub-Loop	N/A		\$217.57	Interim
360			4-Wire Analog Sub-Loop	N/A		\$218.54	Interim
361			2-Wire xDSL Digital Sub-Loop	N/A		\$250.83	Interim
362			4-Wire xDSL Digital Sub-Loop	N/A		\$255.11	Interim
363			2-Wire ISDN Digital Sub-Loop	N/A		\$278.37	Interim
364			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	N/A		\$470.27	Interim
365			DS3 Sub-Loop	N/A		\$619.58	Interim
366			Service Order Charge				
367			Establish, per occasion	N/A		\$16.23	Interim
368			Line Connection Charge				
369			per occasion	N/A		\$31.00	Interim
370							
371			Sub Loop Inquiry Charge	N/A		N/A	Interim
372							
373			DSL Cross Connects				
374			HFPL Cross Connect - CLEC Owned Non Integrated	\$0.48		\$60.01	Interim
375			HFPL Cross Connect - CLEC Owned Integrated	\$0.48		\$131.06	Interim
376			HFPL Cross Connect - SBC Owned	\$0.48		\$73.08	Interim
377			The price assumes all Central Office cross-connects required to provision the HFPL product				
378							
379			HFPL OSS Charge				
380			HFPL OSS Charge - per line	\$0.87		N/A	Interim
381							
382			HFPL LST				
383			Line & Station Transfer (LST)	N/A		TBD	Interim
384							
385			Loop Cross Connects				
386			DS3 C.O. Cross-Connect to Collocation	\$30.53		N/A	Interim
387							
388			Unbundled Local Switching	USAGE			
389			Usage, per	\$0.003209	per MOU	NA	Interim
390				PER MESSAGE			
391			Daily Usage Feed (DUF), per message	\$0.000885		NA	
392							
393			Customized Routing per Line Class Code, per switch	NA		\$304.06	
394			Regional Usage Billing & Trunk Order Development, per CLEC	NA		\$35,773.77	
395			Service Coordination Fee, per CLEC bill, per switch	\$0.48		NA	
396							
397			Customer Training	NA		\$78.82	
398							
399			Unbundled Local Switching with Shared Transport	USAGE			
400			ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$0.000842		NA	
401			ULS-ST Blended Transport MOU	\$0.001067		NA	Interim
402			ULS-ST Reciprocal Compensation MOU	\$0.000842		NA	Interim
403			ULS-ST Common Transport MOU	\$0.000684		NA	Interim
404			ULS-ST Tandem Switching MOU	\$0.000213		NA	Interim
405				PER MESSAGE			
406			SS7 Signaling Transport associated with ULS-ST	\$0.000035		N/A	Interim
407							
408			Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch	NA		\$130.57	Interim
409							
410			ULS-ST Ports				
411			Baisc Line Port - Residence, per Port	\$3.11		\$48.27	
412			Baisc Line Port - Business, per Port	\$4.61		\$48.27	
413							
414			Port Charge Per Month				
415			Analog Line Port	\$4.63		\$48.53	
416			Ground Start Port	\$4.92		\$48.27	
417			Analog DID Trunk Port	\$12.74		\$48.53	
418			ISDN BRI Port	\$28.30		\$48.53	
419			ISDN PRI Port	\$147.30		\$729.13	
420			Digital Trunking Trunk Port	\$105.71		\$725.29	
421			DS1 Trunk Port	\$81.69		\$725.29	
422			Centrex Basic Line Port	\$8.90		\$48.27	
423			Centrex ISDN BRI Port	\$44.99		\$48.27	
424			Centrex EKL Line Port	\$27.29		\$48.27	
425			Centrex Attendant Console Line Port	\$87.24		\$96.55	
426							
427			ULS - Port Charge Per Month				
428			Baisc Line Port - Residence, per Port	\$3.11		\$48.27	
429			Baisc Line Port - Business, per Port	\$4.61		\$48.27	
430			COPTS - Coin Port	\$4.92		\$48.27	
431			Analog DID Trunk Port	\$12.67		\$48.27	
432			DID Telephone Number, per Number	\$0.01		N/A	
433			Add / Rearrange Each Termination	N/A		\$30.06	
434			ISDN BRI Port	\$28.15		\$48.27	
435			ISDN Telephone Number, per Number	\$0.01		NA	
436			ISDN PRI Port	\$146.52		\$725.29	
437			ISDN Telephone Number, per Number	\$0.01		NA	
438			Add / Rearrange Each Termination	N/A		\$30.06	
439							
440			ULS and ULS-ST Port Non-Recurring Charges				
441			Service Order - Line Port, per occasion	NA		\$16.02	
442			Service Order - Trunk Port, per occasion	NA		\$325.62	
443			Service Order - Record Order, per occasion	NA		\$14.27	
444			Conversion from one port type to another, per each port changed	NA		\$43.63	

TBD -To be determined
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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
445			Service Order - Record	NA		\$67.71	
446			CTX Cng & Rearrange per system feature per occ.	NA		\$260.88	
447			CTX Feature Activation per occasion	NA		\$35,773.77	
448							
449			Cross Connects				
450			2-Wire	\$0.15		NA	Interim
451			4-Wire	\$0.29		NA	Interim
452			6-Wire	\$0.45		NA	Interim
453			8-Wire	\$0.59		NA	Interim
454			DS1/LT1	\$0.40		NA	Interim
455			DS3/LT3	\$0.70		NA	Interim
456			OC3	\$74.32		NA	Interim
457			OC12	\$391.72		NA	Interim
458			OC48	\$955.39		NA	Interim
459			DS3 C.O. Cross-Connection to Collocation	NA		NA	
460							
461			Unbundled Tandem Switching				
462			per minute of use (without Tandem Trunks)	\$0.00		NA	
463			Tandem Trunks (DS1) with features	\$122.01		NA	Interim
464							
465			Unbundled Tandem Switching - Nonrecurring Charges				
466			Service Order	NA		\$377.77	Interim
467			Line Connection	NA		\$770.83	Interim
468			Service Order - Add/Change	NA		\$25.01	Interim
469			Trunk Features	\$15.62		NA	
470							
471			Dedicated Transport				
472			Entrance Facility:				
473			DS1 Zone 1	\$66.45		NA	
474			Zone 2	\$81.14		NA	
475			Zone 3	\$62.07		NA	
476			DS3 Zone 1	\$560.77		NA	
477			Zone 2	\$646.31		NA	
478			Zone 3	\$693.84		NA	
479			OC3 All Zones	\$269.65		NA	
480			OC12 All Zones	\$464.01		NA	
481			OC48 All Zones	\$1,931.85		NA	
482							
483			Interoffice Transport:				
484			DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$14.79		NA	
485			Interoffice Mileage - Per Mile - All Zones	\$1.64		NA	
486			DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$127.75		NA	
487			Interoffice Mileage - Per Mile - All Zones	\$21.61		NA	
488			OC3 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$326.14		NA	
489			Interoffice Mileage - Per Mile - All Zones	\$206.39		NA	
490			OC12 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$554.09		NA	
491			Interoffice Mileage - Per Mile - All Zones	\$370.49		NA	
492			OC48 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$1,219.10		NA	
493			Interoffice Mileage - Per Mile - All Zones	\$264.08		NA	
494							
495			Multiplexing				
496			DS1 to Voice Grade	\$279.80		NA	
497			DS3 to DS1	\$372.85		NA	
498			OC3 Add/Drop Multiplexing - Per Arrangement	\$528.23		NA	
499			Add/Drop Function				
500			- Per DS3 Add or Drop	\$101.70		NA	
501			- Per DS1 Add or Drop	\$31.40		NA	
502			OC12 Add/Drop Multiplexing - Per Arrangement	\$592.17		NA	
503			Add/Drop Function				
504			- Per OC3 Add or Drop	\$141.66		NA	
505			- Per DS3 Add or Drop	\$30.72		NA	
506			OC48 Add/Drop Multiplexing - Per Arrangement	\$665.51		NA	
507			Add/Drop Function				
508			- Per OC12 Add or Drop	\$307.93		NA	
509			- Per OC3 Add or Drop	\$142.38		NA	
510			- Per DS3 Add or Drop	\$49.30		NA	
511							
512			Dedicated Transport Cross Connects				
513			DS1	\$0.40		NA	
514			DS3	\$0.70		NA	
515			OC3	\$74.32		NA	
516			OC12	\$391.72		NA	
517			OC48	\$955.39		NA	
518							
519			Dark Fiber				
520			Interoffice Dark Fiber				
521			Interoffice Inquiry Charge - per request	N/A		\$293.78	Interim
522			Interoffice Administration Charge - per order	N/A		\$27.27	Interim
523			Interoffice Connection Charge - per strand	N/A		\$564.49	Interim
524			Interoffice Mileage Termination - per Fiber per termination	\$15.15		N/A	Interim
525			Interoffice Mileage - per fiber per foot	\$0.00		N/A	Interim
526			Interoffice Cross Connect - per cross connect	\$3.20		N/A	Interim
527			Loop/Sub-Loop Dark Fiber				Interim
528			Loop/Sub-Loop Inquiry Charge - per request	N/A		\$76.38	Interim
529			Loop/Sub-Loop Administration Charge - per order	N/A		\$27.27	Interim
530			Loop Connection Charge - CO to RT/CEV/HUT; CO to Prem, per strand	N/A		\$479.92	Interim
531			Sub-Loop Connection Charge - RT/CEV/HUT to RT/CEV/HUT; RT/CEV/HUT to Prem, per strand	N/A		\$497.68	Interim
532			Loop/Sub-Loop Mileage Termination - per fiber per termination	\$12.84		N/A	Interim
533			Loop/Sub-Loop Mileage Termination - per fiber per foot	\$0.00		N/A	Interim

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
534			Loop/Sub-Loop Cross Connect	\$2.62		N/A	Interim
535							
536			Digital Cross-Connect System				
537			DCS Port Charge				
538			DS1	ICB		ICB	
539			DS3	ICB		ICB	
540			DCS Establishment Charge	ICB		ICB	
541			Database Modification Charge	ICB		ICB	
542			Reconfiguration Charge	ICB		ICB	
543							
544			Dedicated Transport Network Reconfiguration Service (NRS)				
545			On rates, terms and conditions specified in FCC Tariff No. 2				
546							
547			Dedicated Transport Optional Features & Functions				
548		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	NA		\$402.28	
549		OC3	1+1 Protection - Per OC3 Entrance Facility	\$40.23		NA	
550			1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$40.23		\$2,733.58	
551			1+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	
552			- (1) Per OC3 Entrance Facility	\$40.23		NA	
553			- (2) Per Quarter Route Mile	\$47.49		NA	
554		OC12	1+1 Protection - Per OC12 Entrance Facility	\$198.99		NA	
555			1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$198.99		\$2,733.58	
556			1+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	
557			- (1) Per OC12 Entrance Facility	\$198.99		NA	Interim
558			- (2) Per Quarter Route Mile	\$42.08		NA	Interim
559		OC48	1+1 Protection - Per OC48 Entrance Facility	\$826.72		NA	Interim
560			1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$826.72		\$2,733.58	Interim
561			1+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	
562			- (1) Per OC48 Entrance Facility	\$826.72		NA	Interim
563			- (2) Per Quarter Route Mile	\$70.75		NA	Interim
564							
565			Dedicated Transport Installation & Rearrangement Charges				
566		DS1	Administration Charge - Per Order	NA		\$394.30	
567			Design & Central Office Connection Charge - Per Circuit	NA		\$624.17	
568			Carrier Connection Charge - Per Order	NA		\$512.19	
569		DS3	Administration Charge - Per Order	NA		\$299.28	
570			Design & Central Office Connection Charge - Per Circuit	NA		\$663.29	
571			Carrier Connection Charge - Per Order	NA		\$351.77	
572		OC3	Administration Charge - Per Order	NA		\$116.40	
573			Design & Central Office Connection Charge - Per Circuit	NA		\$487.96	
574			Carrier Connection Charge - Per Order	NA		\$652.38	
575		OC12	Administration Charge - Per Order	NA		\$116.40	
576			Design & Central Office Connection Charge - Per Circuit	NA		\$487.96	
577			Carrier Connection Charge - Per Order	NA		\$652.38	
578		OC48	Administration Charge - Per Order	NA		\$116.40	
579			Design & Central Office Connection Charge - Per Circuit	NA		\$487.96	
580			Carrier Connection Charge - Per Order	NA		\$652.38	
581							
582			Line Information Database - LIDB	USAGE			
583			Validation Query (Regional STP Access Includes SMS & Sleuth)	\$0.015282	(per query)	NA	
584			Query Transport (Regional STP Access Validation)	\$0.000019	(per query)	NA	
585			Validation Query (Local STP Access Includes SMS & Sleuth)	\$0.015282	(per query)	NA	
586			Query Transport (Local STP Access Validation)	\$0.000135	(per query)	NA	
587			Fac.Based-LoCa STP Conn LIDB to Other DBs	\$0.058736		NA	
588			Non Fac.Based LIDB Validation	\$0.015282		NA	
589			Non Fac. Based LIDB Transport	\$0.000290		NA	
590			Non Fac. Based LIDB to Other Databases	\$0.056890		NA	
591			CNAM Database Query (Regional STP Access Includes SMS)	\$0.008000	(per query)	NA	
592			CNAM Database Query (Local STP Access Includes SMS)	\$0.008000	(per query)	NA	
593			Service Order Cost	NA		\$25.00	
594			Service Establishment Charge	NA		NA	
595							
596			800 Database	USAGE			
597			Toll Free Database Query (Regional STP Access)	\$0.001216	(per query)	NA	
598			Call Handling and Destination (Regional STP Access)	\$0.000146	(per query)	NA	
599			Toll Free Database Query (Local STP Access)	\$0.001340	(per query)	NA	
600			Call Handling and Destination (Local STP Access)	\$0.000269	(per query)	NA	
601						NA	
602			Unbundled Local Switching Interconnection			NA	
603			800 DB Call-Routing Query	\$0.002313	(per query)	NA	
604			800 DB Routing Options Query	\$0.000434	(per query)	NA	
605						NA	
606			Fac.Based-Local STP Conn-800DB Carrier ID Only	\$0.001257		NA	
607			Fac.Based-Local STP Conn-800DB Routing Options	\$0.000252		NA	
608			Fac.Based-Reg. STP Conn-800DB Carrier ID Only	\$0.001141		NA	
609			Fac.Based-Reg. STP Conn-800DB Routing Options	\$0.000137		NA	
610			Non-Fac Based-800DB Call Routing Query	\$0.002170		NA	
611			Non-Fac Based-800DB Routing Options	\$0.000407		NA	
612							
613			Service Provider Number Portability Cost Study				
614			Ported Number with 4 Addt'l Paths - Res	\$3.25		\$3.33	
615			Ported Number with 10 Addt'l Paths - Bus	\$4.65		\$4.75	
616			Additional Paths - 1 - 5	\$0.07		\$0.07	
617			Additional Paths - 6 - 90	\$0.40		\$0.41	
618			Ported Number with 20 Addt'l Paths	\$4.35		\$4.45	
619			Additional Paths - 21 - 90	\$0.40		\$0.41	
620			Service Order			\$67.28	
621			CO Connection per Ported Number			\$16.48	
622			CO Connection for Subsequent Addt'l Paths			\$9.18	

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
623							
624			Service Provider Number Portability (SPNP) Service - Monthly Recurring Charges				
625			Monthly Cost per Voice Grade Channel Termination	\$17.49		NA	
626			Monthly Cost per DS1 Channel Termination	\$119.95		NA	
627			Monthly Cost per Ported Number	\$0.03		NA	
628			Monthly Memory Cost Per Office	NA		NA	
629			VG Transport Charge (PBX Grd Start)	NA		NA	
630			Rate Zone B	\$6.07		NA	
631			Rate Zone C	\$8.50		NA	
632			Rate Zone D	\$10.02		NA	
633			Service Coord. Fee per account, per CO	\$0.48		NA	
634							
635			Service Porvider Number Portability (SPNP) Service - Nonrecurring Charges				
636			Nonrecurring Cost per Voice Grade Channnel Termination	NA		\$29.83	
637			Nonrecurring Cost per DS1 Channel Termination	NA		\$350.11	
638			Nonrecurring Cost per Ported Number	NA		\$4.11	
639			Service Ordering per Occasion	NA		\$108.14	
640			Service Establishment per Trunk Group	NA		\$59.17	
641			Service Rearrangement	NA		\$27.82	
642							
643			SS7				
644			SS7 Links - Cross Connects				
645			STP to Collocators Cage - DS0	See Dedicated Transport			
646			STP to Collocators Cage- DS1	See Dedicated Transport			
647			STP to SWBT MDF - DS0	See Dedicated Transport			
648			STP to SWBT DSX Frame-DS1	See Dedicated Transport			
649							
650			SS7 Links				
651			STP Access Connection - 1.544 Mbps	See Dedicated Transport			
652			STP Access Link - 56 Kbps	See Dedicated Transport			
653							
654			STP Port	\$284.02		\$624.49	
655							
656			SS7 Signalling	USAGE			
657			Signal Switching/IAM msg	\$0.000135		NA	
658			Signal Transport/IAM msg	\$0.000050		NA	
659			Signal Formulation/IAM msg	\$0.000160		NA	
660			Signal Tandem Switching/IAM msg	\$0.000233		NA	
661			Signal Switching/ISUP msg	\$0.000127		NA	
662			Signal Transport/ISUP msg	\$0.000047		NA	
663			Signal Formulation/ISUP msg	\$0.000150		NA	
664			Signal Tandem Switching/ISUP msg	\$0.000219		NA	
665			Signal Switching/TCAP msg	\$0.000113		NA	
666			Signal Transport/TCAP msg	\$0.000031		NA	
667			Signal Formulation/TCAP msg	\$0.000124		NA	
668			Point Code Addition	N/A		\$22.71	
669			Global Title Translation Addition	N/A		\$12.22	
670			Record	NA		NA	
671			Disconnect	NA		NA	
672							
673			Unbundled Switch Port - Vertical Features				
674			Analog Line Port Features (per feature per port):				
675			Call Waiting	NA		NA	
676			Call Forwarding Variable	NA		NA	
677			Call Forwarding Busy Line	NA		NA	
678			Call Forwarding Don't Answer	NA		NA	
679			Three-Way Calling	NA		NA	
680			Speed Calling - 8	NA		NA	
681			Speed Calling - 30	NA		NA	
682			Auto Callback/Auto Redial	NA		NA	
683			Distinctive Ring/Priority Call	NA		NA	
684			Selective Call Rejection/Call Blocker	NA		NA	
685			Auto Recall/Call Return	NA		NA	
686			Selective Call Forwarding	NA		NA	
687			Calling Number Delivery	NA		NA	
688			Calling Name Delivery	NA		NA	
689			Calling Number/Name Blocking	NA		NA	
690			Remote Access to Call Forwarding (RACF)	NA		NA	
691							
692			Analog Line Port Features:				
693			Personalized Ring (per arrangement per port)	NA		NA	
694			Hunting Arrangement (per arrangement)	NA		NA	
695							
696			ISDN BRI Port Features (per B Channel, unless noted)				
697			CSV/CSD per ISDN BRI port (required/provided)	NA		NA	
698							
699			Basic Centrex Electronic Key Line (EKL) Features				
700			Basic EKL provides:	NA		NA	
701			Bridged Call Exclusion	NA		NA	
702			Bridging	NA		NA	
703			Call Forwarding Don't Answer	NA		NA	
704			Call Forwarding Interface Busy	NA		NA	
705			Call Forwarding Variable	NA		NA	
706			Message Waiting Indicator	NA		NA	
707			Speed Call (Long)	NA		NA	
708			Speed Call (Short)	NA		NA	
709			Three-way Conference Calling	NA		NA	
710							
711			Call Appearance Call Handling (CACH) EKL				

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
712		CACH EKL includes:		NA		NA	
713		Additional Call Offering (inherent)		NA		NA	
714		Bridged Call Exclusion		NA		NA	
715		Bridging		NA		NA	
716		Call Forwarding Don't Answer		NA		NA	
717		Call Forwarding Interface Busy		NA		NA	
718		Call Forwarding Variable		NA		NA	
719		Intercom		NA		NA	
720		Key System Coverage for Analog Lines		NA		NA	
721		Message Waiting Indicator		NA		NA	
722		Speed Call (Long)		NA		NA	
723		Speed Call (Short)		NA		NA	
724		Three-way Conference Calling		NA		NA	
725							
726		Basic individual features:		NA		NA	
727		Additional Call Offering		NA		NA	
728		Call Forwarding Don't Answer		NA		NA	
729		Call Forwarding Interface Busy		NA		NA	
730		Call Forwarding Variable		NA		NA	
731		Calling Number Delivery		NA		NA	
732		Hunt Group for CSD		NA		NA	
733		Hunt Group for CSV		NA		NA	
734		Message Waiting Indicator		NA		NA	
735		Secondary Only Telephone Number		NA		NA	
736		Three Way Conference Calling		NA		NA	
737							
738	ISDN PRI Port Features						
739		Backup D Channel		NA		NA	
740		Calling Number Delivery		NA		NA	
741		Dynamic Channel Allocation		NA		NA	
742		DID #s - Analog DID Trunk Port Features		\$0.01		NA	
743							
744	Analog Trunk Port Features (per feature per port)						
745	DID #s - per telephone number			\$0.01		NA	
746							
747	DS1 Digital Trunk Port Features (per feature per port)						
748	DID #s - Analog DID Trunk Port Features			\$0.01		NA	
749							
750	Unbundled Centrex System Options						
751		System Initial Establishment per Serving Office - Analog Only		NA		\$496.73	
752		System Initial Establishment per Serving Office - Analog/ISDN BRI mix		NA		\$496.73	
753		System Initial Establishment per Serving Office - ISDN BRI Only		NA		\$496.73	
754		System Subsequent Change per Serving Office - Analog only system		NA		\$68.07	
755		System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system		NA		\$68.07	
756		System Subsequent Change per Serving Office - ISDN BRI only system		NA		\$68.07	
757							
758	Unbundled Centrex System Options						
759		Centrex Common Block Establishment, per Serving Office		NA		\$494.11	
760		Centrex System Features,		\$305.52		NA	
761		Centrex System Feature Activation, per Occasion		NA		\$260.86	
762		Centrex Change and Rearrange, per System Feature, per Occasion		NA		\$67.71	
763							
764	Analog Line Port (ALP) Features for Unbundled Centrex						
765	System feature initialization per Centrex Common Block			NA		\$262.24	
766							
767	System Features (per Centrex Common Block):			\$307.14		NA	
768		Automatic Callback Calling/Business Group Callback		NA		NA	
769		Call Forwarding Variable/Business Group Call Forwarding Variable		NA		NA	
770		Call Forwarding Busy Line		NA		NA	
771		Call Forwarding Don't Answer		NA		NA	
772		Call Hold		NA		NA	
773		Call Pickup		NA		NA	
774		Call Transfer - All Calls		NA		NA	
775		Call Waiting - Intragroup/Business Group Call Waiting		NA		NA	
776		Call Waiting - Originating		NA		NA	
777		Call Waiting - Terminating		NA		NA	
778		Class of Service Restriction - Fully Restricted		NA		NA	
779		Class of Service Restriction - Semi Restricted		NA		NA	
780		Class of Service Restriction - Toll Restricted		NA		NA	
781		Consultation Hold		NA		NA	
782		Dial Call Waiting		NA		NA	
783		Directed Call Pickup - Non Barge In		NA		NA	
784		Directed Call Pickup - With Barge In		NA		NA	
785		Distinctive Ringing and Call Waiting Tone		NA		NA	
786		Hunting Arrangement - Basic		NA		NA	
787		Hunting Arrangement - Circular		NA		NA	
788		Speed Calling Personal (short list)		NA		NA	
789		Three Way Calling		NA		NA	
790							
791	ISDN BRI Port Features for Unbundled Centrex						
792		Circuit Switched Voice (CSV)/(CSD) per BRI		NA		NA	
793							
794	Standard feature initialization per Centrex System			\$307.14		NA	
795		Individual features (per feature per B Channel)		NA		NA	
796		Additional Call Offering for CSV		NA		NA	
797		Automatic Callback Calling		NA		NA	
798		Call Forwarding Busy Line		NA		NA	
799		Call Forwarding Don't Answer		NA		NA	
800		Call Forwarding Variable		NA		NA	

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
801		Call Hold		NA		NA	
802		Call Pickup		NA		NA	
803		Call Transfer - All Calls		NA		NA	
804		Class of Service Restriction - Fully Restricted		NA		NA	
805		Class of Service Restriction - Semi Restricted		NA		NA	
806		Class of Service Restriction - Toll Restricted		NA		NA	
807		Consultation Hold		NA		NA	
808		Dial Call Waiting		NA		NA	
809		Directed Call Pickup - Non Barge In		NA		NA	
810		Directed Call Pickup - With Barge In		NA		NA	
811		Distinctive Ringing		NA		NA	
812		Hunting Arrangement - Basic		NA		NA	
813		Hunting Arrangement - Circular		NA		NA	
814		Speed Calling Personal (short list)		NA		NA	
815		Three Way Calling		NA		NA	
816		Custom Access Treatment Code (TX only)		NA		NA	
817		Denied Origination (TX only)		NA		NA	
818		Denied Termination (TX only)		NA		NA	
819		Intercom Dialing (TX only)		NA		NA	
820							
821		* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
822							
823	RESALE						
824				RESALE DISCOUNTS			
825		BUSINESS		RECURRING	NON-RECURRING		
826		LOCAL EXCHANGE SERVICE					
827		Business 1 Party		20.29%	20.29%	NA	
828		Business - Measured		20.29%	20.29%	NA	
829		Customer Operated Pay Telephone (COPT)		20.29%	20.29%	NA	
830							
831		EXPANDED LOCAL CALLING					
832		Extended Area Service		20.29%	20.29%	NA	
833							
834		VERTICAL SERVICES					
835		Anonymous Call Rejection		20.29%	20.29%	NA	
836		Repeat Dialing (Auto Redial)		20.29%	20.29%	NA	
837		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		20.29%	20.29%	NA	
838		Call Blocker		20.29%	20.29%	NA	
839		Call Forwarding		20.29%	20.29%	NA	
840		Call Forwarding - Busy Line		20.29%	20.29%	NA	
841		Call Forwarding - Busy Line/Don't Answer		20.29%	20.29%	NA	
842		Call Forwarding - Don't Answer		20.29%	20.29%	NA	
843		Automatic CallBack (Call Return)		20.29%	20.29%	NA	
844		Automatic CallBack-Per Use (Call Return - Usage Sensitive)		20.29%	20.29%	NA	
845		Call Trace		20.29%	20.29%	NA	
846		Call Waiting		20.29%	20.29%	NA	
847		Caller ID WithName (Calling Name)		20.29%	20.29%	NA	
848		Caller ID (Calling Number)		20.29%	20.29%	NA	
849		MultiRing Service -1 (Personalized Ring -1 Dependent Number)		20.29%	20.29%	NA	
850		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		20.29%	20.29%	NA	
851		Remote Access to Call Forwarding (Grandfathered)		0.00%	0.00%	NA	
852		Selective Call Forwarding		0.00%	0.00%	NA	
853		Multi-Path Call Forwarding (Simultaneous Call Forwarding)		20.29%	20.29%	NA	
854		Remote Call Forwarding-Per Feature		20.29%	20.29%	NA	
855		RCF, Interstate, Interexchange		20.29%	20.29%	NA	
856		RCF, Intrastate		20.29%	20.29%	NA	
857		RCF, Interstate, International		20.29%	20.29%	NA	
858		RCF, Intrastate, Interexchange		20.29%	20.29%	NA	
859		RCF to 800		20.29%	20.29%	NA	
860		RCF Additional		20.29%	20.29%	NA	
861		Speed Calling 8		20.29%	20.29%	NA	
862		Speed Calling 30		20.29%	20.29%	NA	
863		Three Way Calling		20.29%	20.29%	NA	
864		Call Screening		20.29%	20.29%	NA	
865		Busy Line Transfer		20.29%	20.29%	NA	
866		Alternate Answer		20.29%	20.29%	NA	
867		Message Waiting - Tone		20.29%	20.29%	NA	
868		Easy Call		20.29%	20.29%	NA	
869		Prime Number Service		20.29%	20.29%	NA	
870		AMERITECH Privacy Manager		20.29%	20.29%	NA	
871		Name and Number Delivery Service		20.29%	20.29%	NA	
872							
873		DID					
874		DID		20.29%	20.29%	NA	
875							
876		TRUNKS					
877		Trunk		20.29%	20.29%	NA	
878							
879		AIN					
880		Area Wide Networking		20.29%	20.29%	NA	
881		Emergency Referral Message Service (Disaster Routing Service)		20.29%	20.29%	NA	
882							
883		OTHER					
884		Grandfathered Services		0.00%	0.00%	NA	
885		Promotions (Greater than 90 days)		20.29%	20.29%	NA	
886		TouchTone (Business)		20.29%	20.29%	NA	
887		TouchTone (Trunk)		20.29%	20.29%	NA	
888							
889		ISDN					

TBD -To be determined
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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
890		ISDN		20.29%	20.29%	NA	
891							
892		DIRECTORY ASSISTANCE SERVICES		20.29%	20.29%	NA	
893		Local Operator Assistance Service		20.29%	20.29%	NA	
894							
895		TOLL					
896		TOLL		20.29%	20.29%	NA	
897							
898		OPTIONAL TOLL CALLING PLANS					
899		Optional Toll Calling Plans		20.29%	20.29%	NA	
900							
901		CENTREX (PLEXAR)					
902		CENTREX ACS		20.29%	20.29%	NA	
903		CENTREX ACS Ameritech CENTREX Network Manager		0.00%	0.00%	NA	
904							
905		PRIVATE LINE					
906		Analog Private Lines		20.29%	20.29%	NA	
907		Private Line Channel Services		20.29%	20.29%	NA	
908							
909		RESIDENCE		RESALE DISCOUNTS			
910		LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING		
911		Life Line		0.00%	0.00%	NA	
912		Residence 1 Party		20.29%	20.29%	NA	
913		Residence Measured		20.29%	20.29%	NA	
914							
915		EXPANDED LOCAL CALLING					
916		Extended Area Service		20.29%	20.29%	NA	
917							
918		VERTICAL SERVICES					
919		Anonymous Call Rejection		20.29%	20.29%	NA	
920		Repeat Dialing (Auto Redial)		20.29%	20.29%	NA	
921		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		20.29%	20.29%	NA	
922		Call Blocker		20.29%	20.29%	NA	
923		Call Forwarding		20.29%	20.29%	NA	
924		Call Forwarding - Busy Line		20.29%	20.29%	NA	
925		Call Forwarding - Busy Line/Don't Answer		20.29%	20.29%	NA	
926		Call Forwarding - Don't Answer		20.29%	20.29%	NA	
927		Automatic Call-Back (Call Return)		20.29%	20.29%	NA	
928		Automatic Call-Back Per Use (Call Return - Usage Sensitive)		20.29%	20.29%	NA	
929		Call Trace		20.29%	20.29%	NA	
930		Call Waiting		20.29%	20.29%	NA	
931		Caller ID with Name (Calling Name)		20.29%	20.29%	NA	
932		Caller ID (Calling Number)		20.29%	20.29%	NA	
933		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		20.29%	20.29%	NA	
934		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		20.29%	20.29%	NA	
935		Remote Access to Call Forwarding (GF)		0.00%	0.00%	NA	
936		RCF, Interstate, Interexchange		20.29%	20.29%	NA	
937		RCF, Intrastate		20.29%	20.29%	NA	
938		RCF, Interstate, International		20.29%	20.29%	NA	
939		RCF, Intrastate, Interexchange		20.29%	20.29%	NA	
940		RCF to 800		20.29%	20.29%	NA	
941		RCF Additional		20.29%	20.29%	NA	
942		Selective Call Forwarding		20.29%	20.29%	NA	
943		Speed Calling 8		20.29%	20.29%	NA	
944		Three Way Calling		20.29%	20.29%	NA	
945		Call Screening		20.29%	20.29%	NA	
946		Busy Line Transfer		20.29%	20.29%	NA	
947		Alternate Answer		20.29%	20.29%	NA	
948		Message Waiting - Tone		20.29%	20.29%	NA	
949		Easy Call		20.29%	20.29%	NA	
950		AMERITECH Privacy Manager		20.29%	20.29%	NA	
951		Name and Number Delivery Service		20.29%	20.29%	NA	
952							
953		ISDN					
954		ISDN		20.29%	20.29%	NA	
955							
956		OTHER (Resale)					
957		DIRECTORY ASSISTANCE SERVICES		20.29%	20.29%	NA	
958		Local Operator Assistance Service		20.29%	20.29%	NA	
959							
960		OTHER					
961							
962		Grandfathered Services		0.00%	0.00%	NA	
963		Promotions (Greater than 90 Days)		20.29%	20.29%	NA	
964		TouchTone		20.29%	20.29%	NA	
965		Home Services Packages		20.29%	20.29%	NA	
966							
967		TOLL					
968							
969		Custom and Dedicated 800 Service (Home 800)		20.29%	20.29%	NA	
970		IntraLATA MTS		20.29%	20.29%	NA	
971		900/976 Call Blocking (900/976 Call Restriction)		0%	0%	NA	
972		976 (976 Information Delivery Service)		0%	0%	NA	
973		Access Services (See Access Tariff)		0%	0%	NA	
974		Additional Directory Listings		20.29%	20.29%	NA	
975		Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%	NA	
976		Connection Services		20.29%	20.29%	NA	
977		Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%	NA	
978		Shared Tenant Service		0%	0%	NA	

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
979		Toll Restriction		20.29%	20.29%	NA	
980							
981		Electronic Billing Information Data (daily usage)		\$0.00	N/A	NA	
982		per message					
983							
984		Local disconnect Report (LDR)					
985		Per WTN		\$0.00	N/A	NA	
986							
987		Line Connection Charge					
988		Complex (Residence)		NA	N/A	NA	
989		Complex (Business)		NA	N/A	NA	
990		Simple (Residence)		NA	N/A	NA	
991		Simple (Business)		NA	N/A	NA	
992							
993		Service Order/Service Request Charge					
994		Complex (Residence)		NA	\$14.07	NA	
995		Complex (Business)		NA	\$12.63	NA	
996		Simple (Residence)		NA	\$14.07	NA	
997		Simple (Business)		NA	\$20.33	NA	
998							
999		Non-Electronic (Manual) Service Order Charge					
1000		Complex (Residence)		NA	\$9.02	NA	
1001		Complex (Business)		NA	\$9.02	NA	
1002		Simple (Residence)		NA	\$9.02	NA	
1003		Simple (Business)		NA	\$9.02	NA	
1004							
1005	OTHER						
1006							
1007		Directory Assistance					
1008		Directory Assistance, per occurrence		\$0.30		NA	
1009		Directory Assistance Call Completion (DACC)		\$0.15		NA	
1010		Directory Assistance (Non or Custom Branded)		\$0.33404		\$296.97	
1011		National Directory Assistance, per occurrence		\$0.35		NA	
1012							
1013		DA Listings					
1014		DA Listing Liscense					
1015		Option #1 Full File (all states) Non-Billable Release (no query charges)					
1016		- per listing for initial load		NA		\$0.04	
1017		- per listing for subsequent updates		NA		\$0.06	
1018		Option #2 Full File (all states) Billable Release					
1019		- per listing for initial load		NA		\$0.02	
1020		- per listing for subsequent updates		NA		\$0.03	
1021		- per usage/query		NA		\$0.02	
1022		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
1023		- per listing for initial load		NA		\$0.05	
1024		- per listing for subsequent updates		NA		\$0.06	
1025		Option #4 Pick & Choose (by state) Billable Release					
1026		- per listing for initial load		NA		\$0.02	
1027		- per listing for subsequent updates		NA		\$0.03	
1028		- per usage/query		NA		\$0.02	
1029							
1030		Operator Services					
1031		Fully Automated Call Processing, per occurrence		\$0.15		NA	
1032		Operator Assisted Call Processing, per work second		\$0.02		NA	
1033							
1034		Operator Service - Mech. Occurance Auto/AABS		\$0.02335		NA	
1035		Operator Service - Manual Occurance		\$0.33704		NA	
1036							
1037		Busy Line Verify		\$0.65215		NA	
1038		Busy Line Interrupt		\$0.75794		NA	
1039							
1040		Rate Inquiry For Non-published Numbers		\$0.00		NA	
1041							
1042		Ancillary Message Billing Compensation (Per Message)		\$0.03		NA	
1043							
1044		Rate Reference/Branding					
1045		Initial Load		NA		\$2,200.00	
1046		Subsequent Load		NA		\$1,000.00	
1047							
1048		Branding - Facility Based		NA		\$800.00	
1049		- Branding, per trunk group					
1050							
1051		OS/DA Branding Per Switch [Initial and Subsequent Loads]		NA		\$1,800.00	
1052		Branding Per Call		\$0.25		NA	
1053							
1054		Structure Access - Poles & Ducts		Annually			
1055		Per Pole attachment		\$2.52		NA	
1056		Per Foot of innerduct		\$0.37		NA	
1057		Per Duct Attachment		\$0.74		NA	
1058		Application fee		NA		\$200.00	
1059							
1060		Emergency Number Service Access (E911)					
1061		911 Selective Router Interconnection					
1062		-Digital DS1 Interface		\$336.44		\$759.98	Interim
1063		-Each DSO installed		N/A		\$364.69	Interim
1064		-Analog Channel Interface		\$28.72		\$436.62	Interim
1065		ANI/ALI/SR and Database Management					Interim
1066		- Per 100 records, rounded up to nearest 100		\$107.18		\$21.54	Interim

TBD -To be determined
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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1067			911 Selective Router Switch Administration				Interim
1068			-Per Selective Router	\$5.55		\$2,645.15	Interim
1069			Exchange Service				Interim
1070			Additional (optional) E911 exchange line terminating to PSAP	\$137.50		\$1,000.20	Interim
1071			Service				Interim
1072			Automatic number identification, per 1000 main stations served*	\$69.20		\$385.30	Interim
1073			Selective routing, per 1000 main stations served*	\$92.30		\$4,608.85	Interim
1074			Combined automatic number identification and selective routing,				Interim
1075			per 1000 main stations served*	\$103.85		\$4,200.45	Interim
1076			Combined automatic number and location identification,				Interim
1077			per 1000 main stations served*	\$107.30		\$3,835.90	Interim
1078			Combined automatic number and loation identification and				Interim
1079			Selective routing, per 1000 main stations served*	\$117.65		\$5,489.05	Interim
1080							
1081			*Rounded to nearest 1000 main and equivalent main telephones				
1082			(excluding all types of WATS termination). This count is based upon				
1083			the maximum number of the above stated main telephones in service				
1084			at the time servcie is established. This count will be updated on				
1085			December 31 annually with appropriate adjustments to customer				
1086			billing.				
1087							
1088		County Rate List					
1089		Adams		\$0.12		NA	
1090		Athens		\$0.12		NA	
1091		Belmont		\$0.12		NA	
1092		Brown		\$0.12		NA	
1093		Butler		\$0.12		NA	
1094		Carroll		NA		NA	
1095		Champaign		\$0.12		NA	
1096		Clark		\$0.12		NA	
1097		Clinton		\$0.12		NA	
1098		Columbiana		NA		NA	
1099		Coshocton		\$0.12		NA	
1100		Cuyahoga		\$0.12		NA	
1101		Delaware		\$0.12		NA	
1102		Erie		\$0.12		NA	
1103		Fairfield		\$0.12		NA	
1104		Fayette		\$0.12		NA	
1105		Franklin		\$0.12		NA	
1106		Gallia		\$0.12		NA	
1107		Geauga		\$0.12		NA	
1108		Greene		\$0.12		NA	
1109		Guernsey		\$0.12		NA	
1110		Hancock		\$0.12		NA	
1111		Harrison		NA		NA	
1112		Highland		\$0.12		NA	
1113		Hocking		\$0.12		NA	
1114		Jefferson		\$0.12		NA	
1115		Lake		\$0.12		NA	
1116		Lawrence		\$0.12		NA	
1117		Licking		\$0.12		NA	
1118		Lorain		\$0.12		NA	
1119		Lucas		\$0.12		NA	
1120		Madison		\$0.12		NA	
1121		Mahoning		\$0.12		NA	
1122		Medina		\$0.12		NA	
1123		Miami		\$0.12		NA	
1124		Monroe		NA		NA	
1125		Montgomery		\$0.12		NA	
1126		Morgan		NA		NA	
1127		Muskingum		\$0.12		NA	
1128		Noble		NA		NA	
1129		Ottwa		\$0.12		NA	
1130		Perry		\$0.12		NA	
1131		Pickaway		\$0.12		NA	
1132		Protage		\$0.12		NA	
1133		Preble		\$0.12		NA	
1134		Ross		\$0.12		NA	
1135		Sandusky		\$0.12		NA	
1136		Scioto		\$0.12		NA	
1137		Seneca		\$0.12		NA	
1138		Shelby		\$0.12		NA	
1139		Stark		\$0.12		NA	
1140		Summit		\$0.12		NA	
1141		Trumbull		\$0.12		NA	
1142		Tuscarawas		\$0.12		NA	
1143		Union		\$0.12		NA	
1144		Warren		\$0.12		NA	
1145		Washington		NA		NA	
1146		Wayne		\$0.12		NA	
1147		Wood		\$0.12		NA	
1148		Wyandot		\$0.12		NA	
1149							
1150		Time and Material					
1151		First 15 minutes		\$25.00		NA	
1152		Each additional 15 minutes		\$10.00		NA	
1153							
1154	RECIPROCAL COMPENSATION						
1155							

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1156			<u>Tandem Switching</u>				
1157			per minute of use	\$0.000623		NA	
1158							
1159			<u>Tandem Transport</u>				
1160			Termination per Minute of Use (Statewide)	\$0.000146		NA	
1161			Facility per Minute, per Mile (Statewide)	\$0.000006		NA	
1162							
1163			<u>Local End Office Termination</u>				
1164			Per Originating or Terminating MOU (Statewide)	\$0.003600		NA	
1165							
1166			<u>Combined End Office/Tandem Switching, Tandem Transport/Termination & Tandem Facility, Local End Office Termination</u>	\$0.004432		NA	
1167							
1168	TRANSIT SERVICE						
1169							
1170			<u>Tandem Switching</u>				
1171			per minute of use			NA	
1172			Zone 1	\$0.001098			
1173			Zone 2	\$0.001131			
1174			Zone 3	\$0.001135			
1175			Zone 4	\$0.001268			
1176			Zone 5	\$0.001819			
1177							
1178			<u>Tandem Switched Termination</u>				
1179			per minute of use			NA	
1180			Zone 1 through 5	\$0.000144			
1181							
1182			<u>Tandem Switched Facility</u>				
1183			per minute of use/per mile			NA	
1184			Zone 1 through 5	\$0.000022			
1185							
1186	COLLOCATION						
1187			<u>Applicable to Cageless Physical Collocation Only</u>				
1188			Order Charge/Connect Order	NA		\$410.45	Interim
1189			Order Charge/Disconnect Order	NA		\$10.15	Interim
1190			COBO per Initial bay	\$403.13		NA	Interim
1191			COBO ea addl bay	\$67.55		NA	Interim
1192			CO Floor Space/bay	\$32.84		NA	Interim
1193							
1194			COBO per Initial Large bay	NA		\$16,621.68	Interim
1195			50%	NA		\$8,310.84	Interim
1196			25%	NA		\$4,155.42	Interim
1197			COBO ea addl Large bay	NA		\$4,252.99	Interim
1198			50%	NA		\$2,126.50	Interim
1199			25%	NA		\$1,063.25	Interim
1200			Order Charge/Connect Order	NA		\$410.45	Interim
1201			CO Floor Space/Large bay	\$86.69		NA	Interim
1202							
1203			<u>Applicable to Caged Physical Collocation Only</u>				
1204			Order Charge per Connect Order	NA		\$283.54	
1205			Order Charge/Disconnect order	NA		\$75.46	
1206			COBO per initial 100 sqft	\$696.46		NA	
1207			COBO ea addl 100 sqft	\$284.91		NA	
1208			Enclosure 1st 100 sqft	\$60.39		NA	
1209			enclosure ea addl 100 sqft	\$23.85		NA	
1210			CO floor space/100 sqft	\$490.59		NA	
1211							
1212			<u>Applicable to Shared Cage Physical Collocation Only</u>				
1213			Order Charge per Connect Order	NA		\$561.45	Interim
1214			Order Charge/Disconnect order	NA		\$10.15	Interim
1215			COBO per initial 50 sqft	\$633.44		NA	Interim
1216			COBO ea addl 50 sqft	\$194.26		NA	Interim
1217			Enclosure 1st 50 sqft	\$47.79*		NA	Interim
1218			enclosure ea addl 50 sqft	\$21.87		NA	Interim
1219			CO floor space/50 sqft	\$303.08		NA	Interim
1220							
1221			<u>Applicable to All Physical Collocation Offerings</u>				
1222			Cable Pulling Ca Vault to Node -1st ft	NA		\$85.00	
1223			Cable pulling Ca Vault to Node -ea addl ft	NA		\$0.86	
1224			Power Delivery/Power lead	NA		\$1,798.94	
1225			Space Reservation	NA		\$732.36	
1226			Entrance Conduit/innerduct/ft	\$0.07		N/A	
1227			Passive bay Term (bay&Panel)/DS1 term	\$0.54		N/A	
1228			Passive bay Term (bay&Panel)/DS3 term	\$6.76		N/A	
1229			200 Conductor Block (outside node)	\$59.65		N/A	
1230			Digital Timing Source/synch signal provided	\$11.89		N/A	
1231			DS1 repeater	\$5.52		N/A	
1232			DS3 repeater	\$32.03		N/A	
1233			Security Photo ID card/card	NA		\$10.02	
1234			Riser space/ft	\$1.09		N/A	
1235			Cancellation Charge	NA		\$73.24	
1236							
1237			<u>Applicable to All Physical & Virtual Collocation Offerings</u>				
1238			Cable Vault Splicing - per initial	NA		\$209.74	
1239			Cable Vault Splicing - per subsequent	NA		\$15.38	
1240			Splice Testing - per Initial	NA		\$48.16	
1241			Splice Testing - per subsequent	NA		\$2.83	
1242			Cable Pulling MH to Cable Vault-1st ft	NA		\$227.79	
1243			Cable Pulling MH to Cable Vault-ea addl ft	NA		\$1.14	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1244			Diverse Riser/fir traversed	NA		\$474.44	
1245			Power Consumption/Fuse Amp	\$6.76		N/A	
1246			Power Msmt Billing/Customer Arrgt	NA		N/A	Interim
1247			Power Consumption/KWH	NA		N/A	Interim
1248			Power Msmt/Customer Arrgt	NA		N/A	Interim
1249			Power Msmt Enrg Charge/Existing Arrgt	NA		N/A	Interim
1250			200 Conductor Electrical Cross Connect Block	\$59.65		NA	
1251			Digital Cross-Connect Panel(DSX3)/DS3 term	\$14.11		NA	
1252			Digital Cross-Connect Panel(DSX1)/DS1 panel	\$41.18		NA	
1253			Optical Cross-Conn panel/OCX Panel segment	\$5.41		NA	
1254							
1255			Applicable to Virtual Collocation Only				
1256			Service Order	NA		\$115.61	
1257			Cable Pulling-Vault to LGX Panel- 1st ft	NA		\$85.00	
1258			Cable Pulling-Vault to LGX Panel- ea addl ft	NA		\$0.86	
1259			Proj Mgmt Fee - initial 7' bay	NA		\$2,929.47	
1260			Proj Mgmt Fee - ea subs 7' bay	NA		\$1,464.74	
1261			Proj Mgmt Fee - initial shelf	NA		\$2,197.10	
1262			Proj Mgmt Fee - ea addl shelf	NA		\$1,318.26	
1263			Proj Mgmt Fee - per rearrangement	NA		\$1,757.68	
1264			Power Delivery/7' Bay	NA		\$1,798.94	
1265			Thru Connect per DSX1 to DSX1	\$0.21		\$6.88	
1266			Thru Connect per OCX to OCX	\$1.61		\$6.88	
1267			7' bay (Co. provided/installed)/bay	\$25.48		\$497.94	
1268			7' bay (cust provided/installed)/bay	\$21.88		NA	
1269			Riser Space/fiber termination	\$1.41		NA	
1270			Digital Timing Source/timing ckt	\$2.38		NA	
1271			Entrance Facility/ft	\$0.07		NA	
1272			Riser space/ft	\$0.24		NA	
1273							
1274			Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)				
1275			Cable Racking/ft	\$1.34		NA	Interim
1276			Project Mgmt Fee	NA		\$1,066.44	Interim
1277							
1278			Premises Report				
1279			Premises Report	NA		T&M	
1280							
1281			Note: T & M - Time and Materials				
1282							
1283			Advanced Intelligent Network (AIN)				
1284			Service Creation Environment (SEC) - Co. Prov'd Consult. Design, etc.	NA		\$103.04	Interim
1285			SCE Equip. Usage (Company Eq.)/ per hr	NA		\$236.78	Interim
1286			Co. Prov'd Svc Logic Testing/ per hr	NA		\$103.04	Interim
1287			Co. Req'd - SMS Svc Creation/ per hr	NA		\$103.04	Interim
1288			Co. Req'd - Platform Access Logic Modif'n/ per hr	NA		\$103.04	Interim
1289			Co. Req'd - SMS Svc Integration Test'g/ per hr	NA		\$103.04	Interim
1290			Co. Req'd - Network Implementation/ per hr	NA		\$93.88	Interim
1291			Co. Req'd - Field Testing/ per hr	NA		\$93.88	Interim
1292			Service Management System (SMS) - Initial Setup/ per hr	NA		\$84.32	Interim
1293			SMS Secure ID Setup/Card/ per yr	\$72.32		NA	Interim
1294			SMS Interactive Access - BFR Basis Only	NA		NA	
1295			Service Control Point (SCP) Database Stroage/MB/ per mo	\$0.415390		NA	Interim
1296			SMS Database Storage/MD/ per mo	\$0.207894		NA	Interim
1297			Signalling Ntwk Control Center (SNCC)/ per hour	NA		\$57.38	Interim
1298			Centralized Transmission Group (CTG) per hour	NA		\$93.88	Interim
1299			Network Management Center (NMC)/ per hour	NA		\$81.03	Interim
1300			Test (Existing Services with CLEC SSP)	NA		\$93.88	Interim
1301			Advanced Intelligent Network (AIN) Announcement per Time Slot/ per mo.	\$25.80			Interim
1302			Existing Services: Cost per Query				Interim
1303			Conn @ Loc-EO Cost/Query - Alternate Routing	NA		\$0.0031200	Interim
1304			Conn @ Loc-EO Cost/Query - AWN/AVN	NA		\$0.0074830	Interim
1305			Conn @ Loc EO - Cost/Query - Ameritech Call Control (ACC)	NA		\$0.0042760	Interim
1306			Conn @ Loc EO - Cost/Query - Prim Nmbr.	NA		\$0.0094560	Interim
1307			Conn @ Loc STP - Cost/Query - Alt't Routing	NA		\$0.0028450	Interim
1308			Conn @ Loc STP - Cost/Query - AWN/AVN	NA		\$0.0071190	Interim
1309			Conn @ Loc STP - Cost/Query - Ameritech Call Control (ACC)	NA		\$0.0040450	Interim
1310			Conn @ Loc STP - Cost/Query - Prime Number	NA		\$0.0091950	Interim
1311			New Services: Cost per Query				Interim
1312			Conn @ Loc EO-Cost/Query - Basic TR1188 Conv. To New Svc w/o EDB	NA		\$0.0015730	Interim
1313			Conn @ Loc EO-Cost/Query - Basic TR1188 Conv. To New Svc w/ EDB	NA		\$0.0081870	Interim
1314			Conn @ Loc STP-Cost Query - Basic TR1188 Conv. To New Svc w/o EDB	NA		\$0.0060370	Interim
1315			Conn @ Loc STP-Cost Query - Basic TR1188 Conv. To New Svc w/ EDB	NA		\$0.0078820	Interim
1316							
1317			Unbundled Network Element Combinations				
1318			UNE - Platform (UNE-P) - Business New Installation	Rates for Applicable Element Shall Apply		\$33.88	
1319			UNE - Platform (UNE-P) - Residential New Installation	Rates for Applicable Element Shall Apply		\$33.88	Interim
1320							
1321			Unbundled Network Element Combinations Migration Charges				
1322			Basic Line Port	NA		\$0.74	Interim
1323			Ground Start Port	NA		\$0.74	Interim
1324			ISDN Direct Port	NA		\$0.74	Interim
1325			DID Trunk Port	NA		\$0.74	Interim
1326			Centrex Basic Line Port	NA		\$0.74	Interim
1327			Centrex ISDN Line Port	NA		\$0.74	Interim
1328			Centrex EKL Line Port	NA		\$0.74	Interim
1329			Centrex Attendant Console Line Port	NA		\$0.74	Interim
1330			ISDN Prime Trunk Port	NA		\$0.74	Interim
1331			Digital Trunking Trunk Port	NA		\$0.74	Interim
1332			ULS Trunk Port	NA		\$0.74	Interim

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1333							
1334	Special Access Circuit Conversion Charge			NA		\$16.23	Interim

**COLLOCATION POWER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio¹ ("**SBC Ohio**") and Citynet Ohio, LLC ("**CLEC**") is dated November 3, 2003.

WHEREAS, SBC Ohio and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Act**") submitted for approval in The Public Utilities Commission of Ohio's ("PUCO") Case No. PUCO03-802-TP-CSS, as may have been amended prior to the date hereof (the "**Agreement**");

WHEREAS, SBC Ohio has provided notice to all telecommunications carriers in Ohio that have an interconnection agreement with SBC Ohio or are purchasing Act offerings from SBC Ohio intrastate tariffs, of the availability of the collocation power offering reflected in this Amendment, via Accessible Letter CLECAM03-325 dated September 29, 2003, which notice expressly set forth the timing of the offering and the dependency of the change date of the collocation rate and billing terms (including rate application) on the timing of a telecommunications carrier's actions to accept that offering;

WHEREAS, CLEC wants to amend the Agreement to include the collocation power offering, as set forth herein.

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

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Beginning on and after the Power Change Date (as defined in paragraph 4 of this Amendment), CLEC represents and warrants that it will at no time draw more than 50% of the combined ordered capacity of the DC power leads (in amperes or "AMPs") that are fused for a collocation arrangement (the aggregate ordered capacity of all fused leads for that arrangement, e.g., all "A" AMPs and all "B" AMPs). Based upon that representation and warranty, SBC Ohio shall prospectively bill the CLEC for DC collocation power at a monthly recurring rate of \$9.68 per AMP applied to fifty percent (50%) of the ordered capacity that is fused. By way of example, where a CLEC has ordered and SBC Ohio has provisioned two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), based upon that representation and warranty, SBC Ohio shall bill the CLEC the monthly recurring charge of \$9.68 for a total of twenty (20) AMPs (i.e., \$193.60 per month).

3. Beginning on and after the Power Change Date, to the extent SBC Ohio is billing CLEC monthly recurring rates for collocation DC power elements with respect to DC power lead(s) for which a fuse has not been installed (a "non-fused lead"), SBC Ohio shall cease billing prospectively, from the Power Change Date, for such non-fused leads if a CLEC, in writing, provides its SBC Ohio collocation account manager with specific information to identify those leads claimed to be "non-fused" so to allow SBC Ohio to confirm that status and cease billing for qualifying "non-fused" leads. Such notice must be received by SBC Ohio no later than November 29, 2003, if, pursuant to paragraph 4 hereof, the Power Change Date is September 29, 2003. Otherwise, the notice must be received by SBC Ohio by the Amendment Effective Date (as defined herein). If CLEC fails to provide the required written information for any qualifying "non-fused" lead by the date set by the foregoing, SBC Ohio shall cease billing prospectively for such a qualifying "non-fused" leads beginning the day after receipt of the required notice.

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.

4. The "Power Change Date" is

a. September 29, 2003, only if SBC Ohio received an original of this Amendment executed by CLEC no later than November 28, 2003 (including if CLEC is seeking to adopt this Amendment pursuant to 47 U.S.C. § 252(i)); or otherwise.

b. the Amendment Effective Date.

5. SBC Ohio has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in paragraph 2, to pursue remedies for breach of this Amendment and the Agreement.

6. The provisions of this Amendment shall remain effective until such time as the PUCO establishes, after September 29, 2003, in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Ohio's collocation DC power, or until expiration or termination of this Amendment, whichever is first. If the foregoing is triggered by a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Power Change Date until such time as the PUCO establishes, after September 29, 2003, in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Ohio's collocation DC power.

7. Nothing in this Amendment shall be deemed or considered an admission on the part of SBC Ohio as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in SBC Ohio, or of the manner in which SBC Ohio has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the changes being made by this Amendment. Nothing in this Amendment shall restrict either Party's rights with respect to arguments or positions either may take in any pending or future proceedings. Nothing in this Amendment shall affect either Party's rights, claims, arguments, or positions with respect to collocation power billing (including rate application) for the period prior to the Power Change Date and, further, as to "non-fused" leads, prior to the date that SBC Ohio ceases to bill for any such "non-fused" leads pursuant to this Amendment.

8. The effective date of this Amendment shall be the day this Amendment is filed with the PUCO ("**Amendment Effective Date**"), and is deemed approved by operation of law on the 31st day after filing. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the PUCO, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the PUCO; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

10. In entering into this Amendment, 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 with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and/or the Public Utilities Act of Illinois, which

was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law").

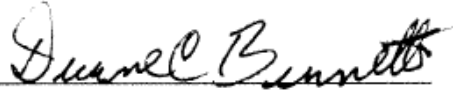
11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Amendment.

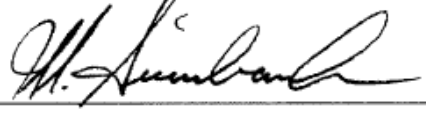
12. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Citynet Ohio, LLC

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

Signature: 

Signature: 

Name: DUANE C. BENNETT
(Print or Type)

Name: Mike Auinbaugh
(Print or Type)

Title: CHIEF OPERATING OFFICER
(Print or Type)

Title: For/ President - Industry Markets

Date: 10/27/03

Date: NOV 03 2003

FACILITIES-BASED OCN # 036B

ACNA DHY

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
CITYNET OHIO, LLC**

The Interconnection Agreement, which became effective April 11, 2003 upon approval of the Public Utility Commission of Ohio ("the Agreement"), by and between The Ohio Bell Telephone Company¹ d/b/a SBC Ohio and Citynet Ohio, LLC ("Citynet"), is hereby amended as follows:

- 1.0 The following language has been added to Appendix VI Directory Assistance Services as Section 5.3 and 5.3.1:
 - 5.3 National Directory Assistance (NDA)
 - 5.3.1 A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to Citynet End Users.
- 2.0 The Pricing Schedule is hereby amended by adding the rates as shown in Attachment A for the services provided hereunder.
- 3.0 This Amendment is subject to the provisions in the underlying Agreement, including, but not limited to, Section 29.3: Amendment or Other Changes to the Act; Reservation of Rights.
- 4.0 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5.0 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
- 6.0 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 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 v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section

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.

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; 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 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; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC-13STATE** 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. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **SBC-13STATE** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, 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-13STATE's** right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, **SBC ILLINOIS** shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and **SBC ILLINOIS** will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications 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.

- 7.0 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").
- 8.0 In accordance with the practices of the PUCO, this Amendment shall be effective upon its filing with the PUCO ("Amendment Effective Date") and will be deemed approved by operation of law on the 31st day after filing unless otherwise ordered by the PUCO.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10th day of NOVEMBER, 2003, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Citynet Ohio, LLC

The Ohio Bell Telephone Company d/b/a SBC Ohio By
its Authorized Agent, SBC Telecommunications, Inc.By: Duane C. BennettBy: Mike AuinbaubName: DUANE C. BENNETT
(Print or Type)Name: Mike Auinbaub
(Print or Type)Title: CHIEF OPERATING OFFICER
(Print or Type)Title: For/ President – Industry MarketsDate: 11/3/03**NOV 10 2003**

Date: _____

FACILITIES-BASED OCN # 036BACNA OHY

DIRECTORY ASSISTANCE SERVICES

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for Citynet Ohio, LLC provided by SBC Ohio.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Intentionally Omitted.
- 1.8 Intentionally Omitted.
- 1.9 Intentionally Omitted.
- 1.10 Intentionally Omitted.
- 1.11 The prices at which SBC-Ohio agrees to provide Citynet Ohio, LLC with DA Services are contained in Appendix Pricing.

2 SERVICES

- 2.1 Intentionally Omitted.
- 2.2 Intentionally Omitted.
 - 2.2.1 DIRECTORY ASSISTANCE (DA) - SBC-Ohio will provide the following Director Assistance listing information: (name, address, and published telephone number or an indication of "non-published status") to Citynet's end user customers located within SBC-Ohio's local or intraLATA operating area.
 - 2.2.1.1 SBC-Ohio shall provide to Citynet customers the capability to dial the same telephone numbers for access to SBC-Ohio's Directory Assistance as SBC-Ohio customers use to access SBC-Ohio Directory Assistance. Access numbers to SBC-Ohio's Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.
 - 2.2.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC) - A service in which a local or an intraLATA call to the requested number is completed on behalf of Citynet's end user customer, utilizing an automated voice system or with operator assistance.

3 DEFINITIONS

- 3.1 The following terms are defined as set forth below:
- 3.1.1 "Call Branding" - The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.
 - 3.1.2 "Customized Routing" – A feature which allows DA traffic originating from CityNet's end user customers to be delivered by SBC-Ohio to Citynet's UNE platform.

4 CALL BRANDING

- 4.1 Where not technically feasible or where Citynet does not request branding, such calls will be unbranded. Where technically feasible and/or available, SBC-Ohio will brand OS at CityNet's request based upon the criteria outlined.
- 4.1.1 Where SBC-Ohio provides Citynet Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand at Citynet's request. Where SBC-Ohio is only providing OS on behalf of Citynet, the calls will be branded at Citynet's request. When the same trunk group is used to provide OS and DA services to Citynet, calls will be branded at Citynet's request with the same brand. There may be separate brands where separate trunk groups are utilized.
 - 4.1.2 Multiple Brands
 - 4.1.2.1 SBC-Ohio can support multiple brands on a single trunk group for a facilities-based CLEC. All end user customer records for all carriers utilizing the same trunk group are maintained in SBC-Ohio's LIDB.
 - 4.1.3 Branding Load Charges
 - 4.1.3.1 An initial non-recurring charge applies per brand, per load per Operator assistance switch, for the establishment of Citynet specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

5 DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION, NATIONAL DIRECTORY ASSISTANCE

- 5.1 Upon written request of either Party, the Parties agree to negotiate in good faith, terms and conditions for Rate Reference when SBC-Ohio makes the service available in Ohio. If the Parties are unable to reach agreement on such terms and conditions, either Party may utilize the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement.
- 5.2 When an SBC-Ohio Operator receives a rate request from a Citynet end user customer, SBC-Ohio will quote the applicable DA rates as provided by Citynet.

5.3 National Directory Assistance (NDA)

- 5.3.1 A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to Citynet End Users

6 RESPONSIBILITIES OF THE PARTIES

- 6.1 Citynet agrees that due to customer quality and work force schedule issues, SBC-Ohio will be the sole provider of DA Services for Citynet's local serving area(s). In the event that Citynet wishes to customize route its DA traffic to its Feature Group D trunks and such routing is not technically feasible in any portion of SBC-Ohio's network, the requirements of this Section 6.1 shall apply only to that traffic that cannot be routed to Citynet's Feature Group D trunks.
- 6.2 Citynet will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC-Ohio Operator assistance switch. Should Citynet seek to obtain interexchange DA Service from SBC-Ohio, Citynet is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.2.1 Intentionally Omitted.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 Citynet will furnish to SBC-Ohio a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 Citynet will provide SBC-Ohio updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 Citynet will send the DA listing records to SBC-Ohio for inclusion in SBC-Ohio DA database via electronic gateway as described in Appendix WP.
- 6.7 Citynet agrees that SBC-Ohio may utilize Citynet's end user customer's listings contained in SBC-Ohio Directory Assistance database in providing SBC-Ohio Directory Assistance or DA related services.
- 6.8 Citynet further agrees that SBC-Ohio can release Citynet's Directory Assistance listings stored in SBC-Ohio Directory Assistance database to competing providers.

7 METHODS AND PRACTICES

- 7.1 SBC-Ohio will provide DA Services to Citynet's end user customers in accordance with SBC-Ohio DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

8 PRICING

8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

9 LIABILITY

9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call SBC-Ohio's DA operators.

10 TERM OF APPENDIX

10.1 If Citynet chooses to use SBC-Ohio's DA Services, Citynet must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. Citynet may terminate use of SBC-Ohio's DA Services upon ninety (90) days advance written notice to SBC-Ohio any time after Citynet has used such DA Services for the twelve (12) month minimum period.

10.2 If Citynet terminates use of SBC-Ohio's DA Services without complying with Section 10.1 above, Citynet shall pay SBC-Ohio, within thirty (30) days of the issuance of a final bill by SBC-Ohio, all amounts due for actual services provided under this Appendix. Citynet shall also be obligated to pay SBC-Ohio for the unexpired portion of any equipment and facilities costs incurred by SBC-Ohio to service the portion of the one-year contract that CityNet does not use. With respect to labor costs, Citynet shall pay for an additional one (1) month of labor charges following the date of any premature cancellation of the one-year contract. In presenting its proposed termination charge to Citynet, SBC-Ohio shall be required to identify the equipment and facilities, the costs of which it claims to have not recovered, and to quantify the unrecovered portion of such costs. For any claimed labor charge, SBC-Ohio shall be required to show Citynet the difference in total unit cost with the claimed additional labor included and with it excluded. Citynet shall be required to pay that difference for the number of units of DA which it took on average during the previous thirty (30) day period.

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
687							
688	<u>OTHER</u>						
689	##	Directory Assistance					
690		UNE P DA					
693		National Directory Assistance	OPEN	\$	0.65	NA	NA
695							
696		Facility-based DA					
698		Directory Assistance/National Directory Assistance/Reverse DA/Business Category Search) , per call	OPEN	\$	0.35	NA	NA

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
CITYNET OHIO, LLC**

The Ohio Bell Telephone Company¹ d/b/a SBC Ohio, as the Incumbent Local Exchange Carrier in Ohio, (hereafter, "ILEC ") and Citynet Ohio, LLC as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Ohio, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Ohio ("Interconnection Agreement"), hereby execute this ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment") effective as of June 1, 2003 ("Effective Date"). CLEC and Independent are referred to as "LEC."

1. Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all carriers in the state of Ohio (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment.
- 2.2 Descending Reciprocal Compensation Rate Schedule for ISP-bound Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.
 - 2.2.2 The Parties agree to compensate each other for ISP-bound Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003	.0010 per minute
June 15, 2003 and thereafter:	.0007 per minute

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.

2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Ohio ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Ohio Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Ohio LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Ohio LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Ohio LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Ohio LATA, and that any ISP-bound Traffic in other Ohio LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission to rebut the presumption within sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be retroactively applied to the date the Offer became effective. If a Party seeks to rebut the presumption after sixty

(60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

3. Reservation of Rights

- 3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4. Miscellaneous

- 4.1 This Amendment will be effective on June 1, 2003 ("Effective Date"), and will apply to all ISP-bound Traffic exchanged between ILEC and CARRIER on and after that date, contingent upon any necessary commission approval of the Amendment.
- 4.2 To the extent that compensation for intercarrier traffic on or after June 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after June 1, 2003.
- 4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.6 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any

UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Ohio reserves its right, to the extent SBC Ohio has not already invoked the FCC ISP terminating compensation in Ohio and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC 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, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this ISP-Bound Traffic Reciprocal Compensation Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Citynet Ohio, LLC

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

By: Duane C. Bennett

By: Christy Gehlbach

Name: DUANE C. BENNETT
(Print or Type)

Name: Christy Gehlbach
(Print or Type)

Title: CHIEF OPERATING OFFICER
(Print or Type)

Title: For/ President – Industry Markets

Date: 6/5/03

Date: 6-16-03

FACILITIES-BASED OCN # 036B

ACNA OHY

**AMENDMENT
TO INTERCONNECTION AGREEMENT – OHIO
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
CITYNET OHIO, LLC**

The Interconnection Agreement (the “Agreement”) by and between The Ohio Bell Telephone Company d/b/a SBC Ohio¹ (“SBC Ohio”) and Citynet Ohio, LLC (“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.

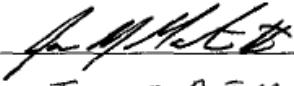
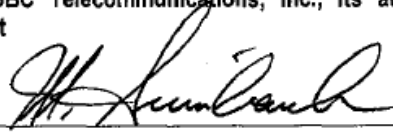
² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act (“Adopting CLEC”) after 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 9th day of June, 2004, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CITYNET OHIO, LLC

By: Name: JAMES R.J. MARTIN II
(Print or Type)Title: CEO
(Print or Type)Date: 6/3/04FACILITIES-BASED OCN # 036BACNA OHYThe Ohio Bell Telephone Company d/b/a SBC Ohio
by SBC Telecommunications, Inc., its authorized
agentBy: Name: Mike Auinbauh
(Print or Type)Title: For/ President-Industry MarketsDate: 6-9-04

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 THE INTERCONNECTION AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
CITYNET OHIO, LLC**

WHEREAS, The Ohio Bell Telephone Company¹ d/b/a SBC Ohio ("SBC Ohio"), and Citynet Ohio, LLC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

NOW THEREFORE the Parties agree as follows:

1. Appendix Out of Exchange Traffic is hereby added, which is attached hereto and incorporated herein.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Ohio shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Ohio has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC Ohio state in which this Agreement is effective, 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

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.

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 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.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.

This Amendment to Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2004, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Citynet Ohio, LLC.

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

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

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

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.10) and InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-CONNECTICUT** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.6 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.9 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.10 For purposes of this Appendix only, “**Out of Exchange LEC (OE-LEC)**” means CityNet Ohio, LLC operating within **SBC-13STATE**'s incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.
- 1.11 For purposes of this Appendix only, “**Out of Exchange Traffic**” is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, or intraLATA traffic to or from a non-SBC ILEC exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect OE-LEC's network with **SBC- 13STATE**'s network(s).

- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with **SBC-13STATE** pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in **SBC-13STATE**'s incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that **SBC-13STATE** is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in **SBC-13STATE**'s incumbent local exchange areas. **SBC-13STATE** has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-13STATE**'s incumbent local exchange areas. In addition, **SBC-13STATE** is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than **SBC-13STATE**'s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an **SBC-13STATE** incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with **SBC-13STATE** has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of

traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within **SBC-13STATE** exchange areas and has a Point of Interconnection ("POI") located within **SBC-13STATE** exchange areas for the purpose of providing telephone exchange service and exchange access in such **SBC-13STATE** exchange areas. Based upon the foregoing, the Parties agree that **SBC-13STATE**'s originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. **SBC-13STATE** will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from **SBC-13STATE**'s end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and **SBC-13STATE**, the Parties agree to establish a direct final end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an **SBC-13STATE** End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA toll Traffic from OE-LEC to each **SBC-13STATE** serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Calls to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If **SBC-13STATE** is not the serving tandem as reflected in the LERG, the OE-LEC may route Section 251(b)(5) Traffic, ISP-Bound Traffic and/or IntraLATA traffic destined for End Office that subtend an **SBC-13STATE** tandem directly to the serving **SBC-13STATE** tandem or End Office, as described by Bellcore Notes On The Networks, upon mutual agreement of the Parties. Such tandem routing of other traffic types may be considered and effected upon mutual agreement of the Parties.
- 4.6 Except as otherwise provided in this Appendix, the Parties understand and agree that **SBC-13STATE**, upon ten (10) calendar days notice to OE-LEC, may block any traffic that is improperly routed by OE-LEC over any trunk groups to **SBC-13STATE** and/or which is routed outside of the mutual agreement of the Parties.

- 4.7 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to SBC-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Offices using SBC-13STATE's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

- 7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Appendix Intercarrier Compensation.

9. INTERLATA SECTION 251(B)(5) TRAFFIC

- 9.1 SBC Region will exchange SBC Region InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC Region will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC Region exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC Region exchange, SBC Region shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC Region will not provision or be responsible for facilities located outside of SBC Region exchange areas
- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.

- 9.3 OE-LEC must provide **SBC-13STATE** a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 9.4 Except as otherwise provided in this Appendix, the Parties understand and agree that **SBC-13STATE**, upon ten (10) calendar days notice to OE-LEC, may block any traffic that is improperly routed by OE-LEC over any trunk groups to **SBC-13STATE**-and/or which is routed outside of the mutual agreement of the Parties.
- 9.5 **SBC-13STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-13STATE**-(as reflected in the LERG). Any compensation due **SBC-13STATE** for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct **SBC-13STATE** serving tandems are reflected by **SBC-13STATE** in the LERG. This also includes traffic that is destined to End Offices that do not subtend **SBC-13STATE**-tandem. **SBC-13STATE** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.
- 9.6 **SBC-13STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, in **SBC-13STATE** Tandems and End Office(s) using **SBC-13STATE**'s standard code opening timeframes.
- 9.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY
AND
CITYNET OHIO, LLC**

The Interconnection Agreement ("Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio")¹ and Citynet Ohio, LLC ("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.

Citynet Ohio, LLC

**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 _____

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

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

ATTACHMENT A
SBC OHIO/CITYNET OHIO, LLC

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	DSL Capable Loops			
33		2-Wire xDSL Loop		
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

ATTACHMENT A
SBC OHIO/CITYNET OHIO, LLC

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		SUB-LOOPS		
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/CITYNET OHIO, LLC

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

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
CITYNET OHIO, LLC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC") and Citynet Ohio, LLC ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of 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 April 8, 2003 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration 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 23^d 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.

Citynet Ohio, LLC

By: [Signature]

Name: JEFFREY A. RAY
(Print or Type)

Title: GENERAL COUNSEL
(Print or Type)

Date: 1/16/06

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

By: [Signature]

Name: Mike Auinbauh
(Print or Type)

Title: **AVP-Local
Interconnection Marketing**

Date: JAN 23 2006

FACILITIES-BASED OCN # 036B

ACNA OHY

OHIO TRO/TRRO ATTACHMENT

- 0.1 Definitions. The following definitions are applicable to this Attachment.
- 0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address, (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, and the property, which is owned and/or leased by the same end-user customer, is not separated by a public roadway.
- 0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.
- 0.1.3 [Intentionally left blank.]
- 0.1.4 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 0.1.5 Hybrid Loop is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.6 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises with a transmission capacity of 23 or fewer DS-0s.
- 0.1.7 [Intentionally left blank.]
- 0.1.8 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.9 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

- 0.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.11 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated in accordance with the TRRO, including Rule 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 “business lines.”
- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 A “DS1 Loop”, in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).
- 0.1.16 [Intentionally left blank.]
- 0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.
- 0.1.18 Dedicated Transport is defined as set forth in Rule 51.319(e)(1).

0.1.19 [Intentionally left blank.]

0.1.20 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. “Commingle” means the act of commingling.

0.1.21 “Commingled Arrangement” means the arrangement created by Commingling.

0.1.22 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

0.1.23 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 TRO Affected Elements

1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

- (i) [Intentionally left blank]
- (ii) OCn level dedicated 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 collocater; or
- (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
- (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocater.

- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk 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").

BATCH HOT CUT PROCESS OFFERING—PRICING SCHEDULE

Rate Element	USOC	Rate	
<u>Enhanced Daily Rates</u>			
Enhanced Daily FDT Basic	NRFHA	\$29.82	
Enhanced Daily CHC Basic	NRFHB	\$33.78	
Enhanced Daily IDLC Basic	NRFHC	\$62.54	
<u>Defined Batch Rates</u>			
Defined FDT Basic	NRFHD	\$23.71	
Defined CHC Basic	NRFHE	\$25.04	
Defined FDT Expanded	NRFHF	\$23.84	
Defined CHC Expanded	NRFHG	\$25.12	
Defined IDLC Basic	NRFHH	\$61.02	
<u>Bulk Batch Rates</u>			
Bulk FDT Basic	NRFHJ	\$23.69	
Bulk CHC Basic	NRFHK	\$25.03	
Bulk FDT Expanded	NRFHL	\$23.81	
Bulk CHC Expanded	NRFHM	\$25.11	
Bulk FDT Premium	NRFHN	\$26.09	
Bulk CHC Premium	NRFHO	\$27.70	
Bulk IDLC Basic	NRFHP	\$61.01	

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
CITYNET OHIO, LLC

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 Citynet Ohio, LLC ("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.

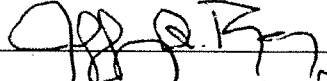
5. RESERVATIONS OF RIGHTS

- 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.

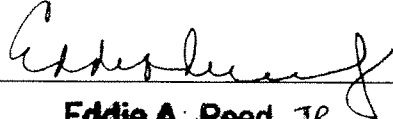
6. MISCELLANEOUS

- 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".

Citynet Ohio, LLC

By: Printed: EDDIE A. REEDTitle: General Counsel

(Print or Type)

Date: 3/10/08The Ohio Bell Telephone Company d/b/a AT&T Ohio
by AT&T Operations, Inc., its authorized agentBy: Printed: Eddie A. Reed, Jr.Title: Director - Interconnection Agreements

(Print or Type)

Date: 4.3.08Resale OCN 036B

UNE OCN

Switch Based OCN 7870ACNA OHY

AT&T Wholesale Amendment

Maryann Mackey
Director, Regulatory
45 Erieview Plaza, Suite 1600
Cleveland, OH 44114
(216) 822-0086 Office
(216) 375-5027 Mobile
mm4182@att.com

October 3, 2017

Mrs. Barcy McNeal
Commission Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

Re: Case No. 17-2000-TP-NAG

Amendment to the Interconnection Agreements (ICAs) of the listed Competitive Local Exchange Carriers (CLECs) to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

Dear Mrs. McNeal:

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with O.A.C. 4901:1-7-12 Compensation for the Transport and Termination of Non-access Telecommunications Traffic, AT&T Ohio hereby files this amendment to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T Ohio and the telecommunications carriers listed in Attachment A is being filed consistent with O.A.C. 4901:1-7-07 Establishment of Interconnection Agreements. Further, the Amendment is effective upon filing and deemed approved by operation of law on the 91st day after filing pursuant to O.A.C. 4901:1-7-07(D)(2).

Should you have any questions or require additional information, please contact me at (216) 822-0086.

Very truly yours,

/s/ *Maryann Mackey*
Director, Regulatory

Attachment

Access One, Inc
ALEC, Inc.
Armstrong Telecommunications, Inc.
Birch Telecom of the Great Lakes, Inc.
CBB Carrier Services, Inc.
Cbeyond Communications, LLC
CenturyTel Acquisition, LLC
CenturyTel Solutions, LLC
Cincinnati Bell Any Distance Inc.
Cincinnati Bell Extended Territories LLC
Citynet Ohio, LLC
COMLINK, L.L.C.
Digital Connections, Inc.
Expedient Carrier Services, LLC
Fidelity Connect LLC
Global Communications Network, Inc.
Global Connection Inc. of America
Guidance Telecom LLC
Insight Phone of Ohio, LLC
IntelliFiber Networks, Inc.
Intrado Communications Inc.
LDMI Telecommunications, Inc
Local Access LLC
McLeodUSA Telecommunications Services, LLC
Mountain Communications, LLC
New Horizons Communications Corp.
Norlight, Inc.
PaeTec Communications Inc
PNG Telecommunications, Inc.
Qwest Communications Corporation Inc.
Sprint Communications Company, L.P.
Super-Net, Inc.
Talk America Inc.
Tier 2 Communications, LLC
TNCI Operating Company LLC
Windstream KDL, Inc.
Windstream NTI, Inc.
Windstream NuVox Ohio, Inc.
XO Communications Services, LLC

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 9/2/2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of AT&T Ohio for review and approval of an Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996

TRF Docket No. 90 - _____

Case No. 17 – 2000 – **TP** – NAG

NOTE: Unless you have reserved a Case #, leave the “Case No.” fields BLANK

Name of Registrant(s) The Ohio Bell Telephone Company

DBA(s) of Registrant(s) AT&T Ohio

Address of Registrant(s) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Company Web Address www.att.com

Regulatory Contact Person(s) Maryann H. Mackey

Phone 216-822-0086

Fax 216-781-9643

Regulatory Contact Person's Email Address mm4182@att.com

Contact Person for Annual Report Maryann H. Mackey

Phone 216-822-0086

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Consumer Contact Information Maryann H. Mackey

Phone 216-822-0086

Address (if different from above) 45 Erieview Plaza, Room 1660, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter [4901:1-6 OAC](#)

Section III – Carrier to Carrier is Pursuant to [4901:1-7 OAC](#), and Wireless is Pursuant to [4901:1-6-24 OAC](#).

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Carrier Type ☐ Other (explain below)	For Profit ILEC	Not For Profit ILEC	CLEC
Change terms & conditions of existing BLES	☐ ATA 1-6-14(H) (Auto 30 days)	☐ ATA 1-6-14(H) (Auto 30 days)	☐ ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			☐ ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	☐ ATA 1-6-14(I) (Auto 30 days)	☐ ATA 1-6-14(I) (Auto 30 days)	☐ ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	☐ ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	☐ ZTA 1-6-14(H) (0 day Notice)	☐ ZTA 1-6-14(H) (0 day Notice)	☐ ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	☐ ZTA 1-6-27(C) (0 day Notice)	☐ ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	☐ TRF 1-6-14(F) (0 day Notice)	☐ TRF 1-6-14(F)(4) (0 day Notice)	☐ TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	☐ BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	☐ ACB 1-6-32 (Auto 14 days)	☐ ACB 1-6-32 (Auto 14 days)	
Expand service operation area			☐ TRF 1-6-08(G) (0 day)
BLES withdrawal			☐ ZTA 1-6-25(B) (0 day Notice)
Other* (explain)			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
☐ 15-day Notice	☐	☐	☐	☐
☐ 30-day Notice	☐	☐	☐	☐
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
☐ IOS	☐	☐	☐	☐

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	☐ ACE 1-6-08 * (Auto 30- day)	☐ ACE 1-6-08 * (Auto 30 day)	☐ ACE 1-6-08 * (Auto 30 day)	☐ ACE 1-6-10 (Auto 30 day)	☐ UNC 1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		☐ ABN 1-6-26 (Auto 30 days)	☐ ABN 1-6-26 (Auto 30 days)
Change of Official Name *	☐ ACN 1-6-29(B) (Auto 30 days)	☐ ACN 1-6-29(B) (Auto 30 days)	☐ CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	☐ ACO 1-6-29(E) (Auto 30 days)	☐ ACO 1-6-29(E) (Auto 30 days)	☐ CIO 1-6-29(C) (0 day Notice)
Merger *	☐ AMT 1-6-29(E) (Auto 30 days)	☐ AMT 1-6-29(E) (Auto 30 days)	☐ CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	☐ ATC 1-6-29(B) (Auto 30 days)	☐ ATC 1-6-29(B) (Auto 30 days)	☐ CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	☐ ATR 1-6-29(B) (Auto 30 days)	☐ ATR 1-6-29(B) (Auto 30 days)	☐ CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	☒ NAG 1-7-07 (Auto 90 day)	☐ NAG 1-7-07 (Auto 90 day)
Request for Arbitration	☐ ARB 1-7-09 (Non-Auto)	☐ ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	☐ ATA 1-7-14 (Auto 30 day)	☐ ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	☐ UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	☐ UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	☐ RCC [Registration & Change in Operations] (0 day)	☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, AT&T Ohio, and am authorized to make this statement on its behalf.

Maryann Mackey

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____

at (Location) _____

*(Signature and Title) _____

(Date) _____

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Maryann Mackey verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

**/s/ Maryann Mackey*

October 3, 2017

Director, Regulatory

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793
Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

AMENDMENT TO THE AGREEMENT
BETWEEN
CLEC
AND
THE OHIO BELL TELEPHONE COMPANY d/b/a OHIO

WHEREAS, THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO (The Ohio Bell Telephone Company, previously referred to as “Ohio Bell” or “SBC Ohio”, now operates under the name AT&T OHIO). (“AT&T OHIO”) and CLEC (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection (“Agreement”), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission (“FCC”) on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) (“FCC ICC Reform Order”), and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. Intercarrier Compensation
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

INTERCONNECTION AMENDMENT

BETWEEN

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

CITYNET OHIO, LLC

Signature: eSigned - Todd Dlugos

Signature: eSigned - William Bockelman

Name: eSigned - Todd Dlugos
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: CFO
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 23 Mar 2020

Date: 23 Mar 2020

Citynet Ohio, LLC

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
CITYNET OHIO, LLC
AND
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T") and Citynet Ohio, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed April 8, 2003 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
11. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

- 2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User's existing location;
 - (iii) both as of the time of that service's grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C

Exhibit A

OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HXD	D
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

Exhibit A

OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection	UB5++, EE7MX, UK1++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

AMENDMENT

BETWEEN

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

CITYNET OHIO, LLC



Signature: eSigned - Todd Dlugos

Signature: eSigned - Kristen E. Shore

Name: eSigned - Todd Dlugos
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: CFO
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 26 Jul 2022

Date: 26 Jul 2022

Citynet Ohio, LLC

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
CITYNET OHIO, LLC
AND
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T") and Citynet Ohio, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed April 8, 2003 and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1		\$ 22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1		\$ 44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		\$ 221.80	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2		\$ 22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2		\$ 44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		\$ 221.80	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3		\$ 22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3		\$ 44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		\$ 221.80	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1		\$ 2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1		\$ 4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		\$ 24.60	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2		\$ 2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2		\$ 4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		\$ 24.60	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3		\$ 2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3		\$ 4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		\$ 24.60	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1		\$ 191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1		\$ 383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		\$ 1,916.20	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2		\$ 191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2		\$ 383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		\$ 1,916.20	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3		\$ 191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3		\$ 383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		\$ 1,916.20	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1		\$ 32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1		\$ 64.82	NA		Per Mile

LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		\$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2		\$ 32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2		\$ 64.82	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		\$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3		\$ 32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3		\$ 64.82	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		\$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		\$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		\$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		\$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		\$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		\$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		\$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		\$ 0.60	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		\$ 1.20	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 6.00	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		\$ 1.05	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		\$ 2.10	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		\$ 10.50	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		\$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		\$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		\$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		\$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		\$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		\$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		\$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		\$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		\$ 5,592.70	NA		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		\$ 0.40	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		\$ 0.70	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX		\$ 3.20	NA		Per Termination per Fiber

AMENDMENT

BETWEEN

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

CITYNET OHIO, LLC

Signature: eSigned - Todd DlugosSignature: eSigned - Kristen E. ShoreName: eSigned - Todd Dlugos
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: CFO
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 28 Dec 2022Date: 28 Dec 2022**Citynet Ohio, LLC****The Ohio Bell Telephone Company d/b/a AT&T OHIO
by AT&T Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
OHIO	036B	---	7870

Description	ACNA Code(s)
ACNA(s)	OHY

**AMENDMENT TO THE AGREEMENT
BETWEEN
CITYNET OHIO, LLC
AND
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

This Amendment ("Amendment") amends the Interconnection Agreement ("Interconnection Agreement") by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T") and Citynet Ohio, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed April 8, 2003 and as subsequently amended; and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates that were inadvertently omitted from the Amendment - DS1/DS3 Transport dated July 26, 2022 ("Transport Amendment"); and

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

1. This Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet Exhibit A1. The rates in Exhibit A1 supersede the rates for the corresponding elements in the Pricing Schedule in the Interconnection Agreement. All other rates in the Transport Amendment remain unchanged.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Service set forth on the Pricing Schedule in Exhibit A1, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX1		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX2		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX3		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 6.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7NX, UK3++	CXCEX		\$ 10.50	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X1		\$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X2		\$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X3		\$ 5,592.70	NA		

AMENDMENT

BETWEEN

THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO

AND

CITYNET OHIO, LLC

Signature: eSigned - Todd DlugosSignature: eSigned - Kristen E. ShoreName: eSigned - Todd Dlugos
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: CFO
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 25 Sep 2024Date: 25 Sep 2024**Citynet Ohio, LLC****The Ohio Bell Telephone Company, LLC d/b/a AT&T
OHIO by AT&T Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
OHIO	036B	---	7870

Description	ACNA Code(s)
ACNA(s)	OHY

**AMENDMENT TO THE DS1/DS3 TRANSPORT AMENDMENT
RATE ADJUSTMENT AND EXTENSION
BETWEEN
CITYNET OHIO, LLC
AND
THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO**

This Amendment (the “Amendment”) amends the DS1/DS3 Transport Amendment by and between The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO (“AT&T”) and Citynet Ohio, LLC (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), signed April 8, 2003 and as subsequently amended (the “Agreement”); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

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

1. This Amendment amends the DS1/DS3 Transport Amendment dated July 26, 2022 and the DS1/DS3 Transport (Additional Elements/Rates) dated December 28, 2022 and is composed of Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the existing DS1/DS3 Transport Amendments.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheets in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC’s bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2024.

CN:07202022-10983

PRICING SHEETS
Exhibit A – DS1 DS3 Transport
Rate Adjustment/Extension

13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB3		\$ 218.77	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		\$ 1,249.10	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX1		\$ 1,888.65	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX1		\$ 2,832.98	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		\$ 1,249.10	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX2		\$ 1,888.65	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX2		\$ 2,832.98	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		\$ 1,249.10	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX3		\$ 1,888.65	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX3		\$ 2,832.98	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 1.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CXCDX		\$ 1.89	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CXCDX		\$ 2.84	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		\$ 3.15	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CXCEX		\$ 4.73	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CXCEX		\$ 7.09	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		\$ 1,677.81	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X1		\$ 2,516.72	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X1		\$ 3,775.08	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		\$ 1,677.81	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X2		\$ 2,516.72	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X2		\$ 3,775.08	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		\$ 1,677.81	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X3		\$ 2,516.72	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X3		\$ 3,775.08	NA		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		\$ 0.40	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		\$ 0.70	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3		\$ 372.85	NA		