AT&T Wholesale Agreement

Contract Number: 17368

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

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN

and

TELNET WORLDWIDE, INC.

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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 dated by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and TelNet Worldwide, Inc. ("CLEC").

This Agreement shall be effective ten (10) days after the Commission approval or, absent such Commission approval, or rejection the date this Agreement is deemed approved under Section 252(e)(4) of the Act ("Effective Date"). The entry by the Parties into this Agreement shall not improve or diminish the rights or obligations of either Party regarding unresolved disputes that arose under the Parties' prior interconnection agreement.

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

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 Commission and as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC operates where AT&T MICHIGAN is the incumbent Local Exchange Carrier and CLEC 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

1.0 Scope of Agreement

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

Appendix: Definitions

Appendix: Bona Fide Request

Appendix: Collocation

Appendix Collocation Attachment 1

Appendix: Directory Assistance Listing Information

Appendix: Directory Assistance Services

Appendix: INW

Appendix: Network Interconnection Methods

Appendix: Non-Intercompany Settlements

Appendix: Number Portability

Appendix: Numbering

Appendix: Operations Support Systems

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Appendix: Performance Measurements

Appendix: Pricing Schedule (Word and Excel)

Appendix: Reciprocal Compensation

Appendix: Recording

Appendix: Resale

Appendix: Rights of Way ("ROW")

Appendix: SS7

Appendix: UNE

Appendix: xDSL

Appendix: 911

2.0 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 "include, "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". 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. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

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

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"). 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.

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available pursuant to paragraph 43 of the SBC-Ameritech Merger Conditions in any state other than Michigan.

2.11 Intentionally Omitted

2.12 Scope of Obligations

AT&T MICHIGAN's obligations under this Agreement shall apply only to the portions of Michigan in which AT&T MICHIGAN is deemed to be the ILEC under the Act.

3.0 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, and/or 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 AT&T MICHIGAN shall provide services pursuant to the provisions of this Agreement. AT&T MICHIGAN shall not discontinue or refuse to provide any service provided or required under this Agreement without CLEC's prior written agreement. This is not intended to impair AT&T MICHIGAN'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 AT&T MICHIGAN during the term of this Agreement.

4.0 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.

5.0 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 written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for CLECs who collocate on AT&T MICHIGAN's premises with limits of at least:

5.3.1 Non-Collocating

$2,000,000 General Aggregate; and

$1,000,000 Each Occurrence; and

$1,000,000 Personal Injury and Advertising Injury; and

$2,000,000 Products/Completed Operations Aggregate; and

$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

5.3.2 Collocating

$10,000,000 General Aggregate; and

$5,000,000 Each Occurrence; and

$5,000,000 Personal Injury and Advertising Injury; and

$10,000,000 Products/Completed Operations Aggregate; and

$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).

5.3.3 The Commercial General Liability insurance policy must:

5.3.3.1 Include AT&T MICHIGAN, its affiliates, directors, officers, and employees as Additional Insureds.

5.3.3.1.1 CG 20 10 (premises or operations) AND CG 20 37 (products or completed operations); or

5.3.3.1.2 CG 20 26; or

5.3.3.1.3 substitute form(s) providing equivalent coverage to 5.3.6.1.1 or 5.3.6.1.2 listed above.

5.3.3.2 CLEC shall provide a copy of the Additional Insured endorsement to AT&T MICHIGAN. The Additional Insured endorsement may either be specific to AT&T MICHIGAN or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;

5.3.3.3 Explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work, Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as 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

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.

6.0 Operating Company Number (OCN) / Access Exchange Carrier Number (AECN)

6.1 Upon the Effective Date, CLEC shall provide AT&T MICHIGAN with CLEC'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 reserves 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, CLEC shall pay any applicable charges as set forth in Appendix Pricing associated with recording and updating any CLEC branding or announcements.

6.3 When an end user customer changes its service provider from AT&T MICHIGAN to CLEC or from CLEC to AT&T MICHIGAN 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 Michigan 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.

7.0 Effective Date, Term and Termination

7.1 This Agreement shall be effective ten (10) days after the Commission approval or, absent such Commission approval or rejection, the date this Agreement is deemed approved under Section 252(e)(4) of the Act ("Effective Date"). The entry by the Parties into this Agreement shall not improve or diminish the rights or obligations of either Party regarding unresolved disputes that arose under the Parties' prior interconnection agreement.

7.2 Term. Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date 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 or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations.

7.3 Notwithstanding any other provision of this Agreement, 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.

7.4 If, at any time during the term of this Agreement, AT&T MICHIGAN is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no services being actively provisioned under this Agreement, then AT&T MICHIGAN may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.

7.5 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.

7.5.1 Termination of Agreement after initial term expiration. 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.

7.5.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement in accordance with the terms and conditions of this Agreement, the Parties shall cooperate in good faith to effect an orderly transition of service under this Agreement.

7.5.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Termination", the other Party shall have thirty (30) calendar days from the receipt of the same to provide the other Party written confirmation to the Notice of Termination indicating if the Party wishes to pursue a successor agreement or terminate its Agreement. If a Party wishes to pursue a successor agreement, CLEC shall attach to its written confirmation to the Notice of Termination, a written request to commence negotiations under Sections 251/252 of the Act. Upon receipt of a Party's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement. A Party serving a Notice of Termination under this Section shall send such Notice in a manner that reasonably assures receipt and will have the burden of proof to demonstrate that such Notice was in fact received by the other Party.

7.5.4 If the Parties are in active, good faith negotiations or have filed for arbitration with the Commission after such negotiations have proven unsuccessful in resolving all of the issues the Parties shall continue to

perform pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. However, if CLEC files for arbitration under the timeframes established within Section 252(b) of the Act and then unilaterally withdraws the arbitration before an order is rendered, the Parties agree following the arbitration filing, neither Party may withdraw from the arbitration without the written consent of the other Party.

7.5.5 If this Agreement has been terminated in accordance with its terms and conditions, the Parties have not entered into a new agreement, and have not requested negotiations of a successor agreement and are not in active good faith negotiations, then upon written Notice to CLEC by AT&T MICHIGAN, AT&T MICHIGAN shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T MICHIGAN's then current Generic found at the AT&T CLEC Online website. At any time thereafter, the CLEC may request adoption of a successor ICA pursuant to Section 252(i) or the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party. If CLEC requests adoption of a successor interconnection agreement under this subsection that is available pursuant to Section 252(i), the Parties will work cooperatively to file the appropriate paperwork with the Commission.

8.0 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 including 1+ IntraLATA toll, ported numbers, and ABT.

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 permitted access to the Network Element or OSS software.

8.3 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud, including matters involving 1+ IntraLATA toll, ported numbers, and ABT. 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 AT&T MICHIGAN will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.

8.6 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.

8.7 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

8.8 AT&T MICHIGAN shall make available to CLEC all present and future fraud prevention or revenue protection features, if and as available 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. AT&T MICHIGAN 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.

9.0 Deposits

9.1 Upon reasonable request by AT&T MICHIGAN, CLEC will provide AT&T MICHIGAN with the AT&T MICHIGAN Credit form and provide information to AT&T MICHIGAN regarding CLEC's credit and financial condition.

9.2 The deposit requirements set forth herein apply to all payments made under this Agreement, by CLEC, if any of the following occurs:

9.2.1 At the Effective Date of the Interconnection Agreement, the CLEC has not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to AT&T MICHIGAN for charges incurred as a CLEC or ILEC ; or

9.2.2 At the Effective Date or at any time thereafter, there has been an impairment of the financial health or creditworthiness of the CLEC; such that the CLEC has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Poor's for the prior six months; or

9.2.3 The CLEC fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the CLEC has complied with the billing dispute requirements set forth herein); or

9.2.4 The CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

9.3 Any deposits required by the previous section shall be:

9.3.1 a cash security deposit ("Cash Deposit") or

9.3.2 an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution naming AT&T MICHIGAN as the beneficiary, and

9.3.3 in an amount equal to three (3) months average monthly Resale charges (if a Resale deposit applies), and three (3) months average monthly charges for Network Elements (if Network Elements applies) (including collocation charges, and all recurring, non-recurring and usage sensitive charges, termination fees and other payments for UNEs made in the prior two months); and three (3) months Reciprocal Compensation (if Reciprocal Compensation applies). If CLEC does not have historical billing information with AT&T MICHIGAN then the Deposit must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments).

9.4 All cash Deposits will accrue interest at the rate of six percent (6*%)* simple interest per annum, payable when the deposit is returned to the CLEC. AT&T MICHIGAN will not pay interest on a letter of credit or a surety bond.

9.5 A cash Deposit held by AT&T MICHIGAN shall be returned to CLEC if the following conditions have been met:

9.5.1 If during the course of this Agreement the Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with the Other Party when doing business as a local service provider, the Party holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term, and

9.5.2 There has been no impairment of the established credit and/or financial health of the Party paying the Deposit such that the Party has not maintained a BBB or better long term debt rating or an A-2 or better short-term debt rating by Standard and Poor's for the prior six (6) months.

9.6 Any Deposit shall be held as a guarantee of payment of charges billed, provided, however, the Party holding the Deposit may exercise its right to credit any cash deposit to the Other Party's account upon the occurrence of any one of the following events:

9.6.1 upon the second delinquency notification during the most recent twelve (12) months; or

9.6.2 when the Party holding the Deposit suspends the CLEC ability to process orders; or

9.6.3 when the CLEC files for protection under the bankruptcy laws; or

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

9.6.5 when this Agreement expires or terminates; or

9.6.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, the Party holding the Deposit shall credit any cash deposit to the CLEC account so long as it has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

9.7 At least seven (7) calendar days prior to the expiration of any letter of credit provided by CLEC as security under this Agreement, CLEC shall renew such letter of credit or provide AT&T MICHIGAN with evidence that CLEC has obtained a suitable replacement for the letter of Credit. If CLEC fails to comply with the foregoing, AT&T MICHIGAN shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for CLEC accounts(s). If CLEC provides a Deposit or additional Deposit in the form of a surety bond as required herein, CLEC shall renew the surety bond or provide AT&T MICHIGAN with evidence that CLEC has obtained a suitable replacement for the surety bond at least seven (7) calendar days prior to the cancellation date of the surety bond. If CLEC fails to comply with the foregoing, AT&T MICHIGAN shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for CLEC's account(s). If the credit rating of any bonding company that has provided CLEC with a surety bond provided as security hereunder has fallen below "B", AT&T MICHIGAN will provide written Notice to CLEC that CLEC must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T MICHIGAN's written Notice. If CLEC fails to comply with the foregoing, AT&T MICHIGAN shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for CLEC's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T MICHIGAN shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by CLEC as security hereunder if CLEC defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

9.8 So long as the CLEC maintains timely compliance with its payment obligations and no other event listed in Section 9.2 has occurred, the Party holding the Deposit will not increase the deposit amount required. If the CLEC fails to maintain timely compliance with its payment obligations or is found to be non credit worthy as per the requirements in section 9.2 above, the Party holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.

9.9 If during the first six (6) months of operations in Michigan, the CLEC has been sent one delinquency notification letter by the Party holding the Deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the CLEC's actual billing average for the two (2) month period exceeds the deposit amount held.

9.9.1 Throughout the Term, any time the CLEC has been sent two (2) delinquency notification letters for any one state by AT&T MICHIGAN, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the CLEC's actual billing average for the three (3) month period exceeds the deposit amount held.

9.10 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for four (4) month period. The most recent four (4) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.

9.11 Intentionally Omitted

9.12 Whenever a deposit is re-evaluated, the Other Party shall remit the additional deposit amount to the Party holding the Deposit within thirty (30) calendar days of receipt of written notification requiring such deposit. If the Other Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Other Party's ability to process orders until the deposit is remitted.

9.13 Intentionally Omitted

9.14 The fact that the Party holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Other Party from timely compliance with its payment obligations under this Agreement.

10.0 Billing and Payment Charges

10.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Services provided hereunder at the applicable rates set forth in the Pricing Schedule.

10.1.1 Each Party will establish monthly billing dates (or bill dates) for each bill type, which billing date will be the same day from month to month. All bills must be received by the recipient no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. 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 the bill is late.

10.1.2 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 or other agreed to format 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.

10.1.3 Remittance in full of all undisputed bills are 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.

10.2 There will be no offset by the billed Party of payments due herein against any other amount owed by one Party to the other.

10.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable:

10.3.1 If any portion of the payment is not received by The Billing Party on or before the payment due date as set forth above, or if any portion of the payment is received by The Billing Party in funds that are not immediately available to The Billing Party, then a late payment and/or interest charge shall be due to The Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by The Billing Party. In addition to any applicable late payment and/or interest charges, The Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law. But in no event shall the late payment and/or interest charge be higher than a daily rate equal to an 18% annual rate, compounded daily for each day after the payment due date through and including the date the billed Party makes a payment to the billing Party.

10.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by The Billing Party. If the Remittance Information is not received with payment, The Billing Party will be unable to apply amounts paid to The Billed Party's accounts. In such event, The Billing Party shall hold such funds until the Remittance Information is received. If The Billing Party does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.

10.5 Each Party shall make payments to the other Party via checks or electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by the Party receiving the payment. Both Parties must use the CCD+ or the CTX Standard Entry Class code. CLEC and AT&T MICHIGAN will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by the Billing Party no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party is liable for any delays in receipt of funds or errors in entries caused by the Other Party or Third Parties, including the Billed Party's financial institution. Each Party is responsible for its own banking fees.

10.6 Prior to establishing EFT, CLEC will complete a Customer Information Form for Electronic Payments (ECF11 Form). This form may be found on AT&T's CLEC Online website. This form provides Each Party with Other Party's set up and contract information for electronic payments. AT&T MICHIGAN banking information will be provided by AT&T MICHIGAN Treasury & Remittance Operations on AT&T MICHIGAN approved forms after the CLEC's completed ECF11 form is received, testing has completed and certification confirmed.

10.7 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. However, the Party receiving such payments is responsible for crediting such payment on the date such payment was received, provided the date payment is received can be verified.

10.8 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing the date of the bill in question, the account number or other identification (CLEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question, telephone number, circuit ID number or trunk number in question, any USOC (or other descriptive information) information relating to the item questioned, amount billed, amount in question; and the reason that the Disputing Party disputes the billed amount. The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party. However, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges for a period of one hundred and eighty (180) days from the Bill Due Date.

10.9 If the Non-Paying Party disputes a charge and does not pay such Disputed Amounts by the Bill Due Date, such Disputed Amounts shall be subject to late payment charges. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges no later than the second Bill Due Date after the resolution of the Dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

10.10 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 11.5 of the General Terms and Conditions.

10.11 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by this Section 10 are completed within the times specified herein.

10.12 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in this Section 10 shall be grounds for termination of the Interconnection Services provided under this Agreement.

10.13 Each Party will notify the Other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that the Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow the Billed Party the opportunity to test the new format and make changes deemed necessary.

10.14 If either Party requests one (1) or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in the Pricing Schedule, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

11.0 Nonpayment and Procedures for Disconnection

11.1 If a Party is furnished Interconnection Services under the terms of this Agreement in more than one (1) state, Section 11.2 below through Section 11.10 below, inclusive, shall be applied separately for each such state.

11.2 Failure to pay charges shall be grounds for disconnection of Interconnection Services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to, any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a notice of Unpaid Charges and discontinuance to such Non-Paying Party. The Notice of Unpaid Charges shall indicate that AT&T Michigan may, without further notice, implement the remedies listed in Section 11.6 after the interval of time specified in Section 11.4 has passed. In addition, the Notice of Unpaid Charges shall indicate what actions CLEC may take pursuant to Section 11.4 to avoid the implementation of the remedies listed in Section 11.6.

11.3 AT&T MICHIGAN will also provide any written notification to any Commission as required by any State Order or Rule.

11.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges and discontinuance:

11.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.2 below of this Agreement, together with the reasons for its dispute; and

11.4.2 pay all undisputed Unpaid Charges to the Billing Party.

11.5 If the Non-Paying Party does not timely comply with the obligations set forth in Section 11.4 (and applicable sub-sections) above, the Billing Party, in addition to exercising any other rights or remedies it may have under Applicable Law, may provide a second written demand to the Non-Paying Party for satisfaction of the obligations set forth in 11.4 (and applicable subsections) above. The second written demand shall indicate that AT&T Michigan may, without further notice, implement the additional remedies listed in Section 11.9 after the interval of time specified in Section 11.9 has passed. The second written demand shall indicate what actions CLEC may take pursuant to Section 11.4 to avoid the implementation of the remedies listed in Section 11.9.

11.6 In addition, if the Non-Paying Party does not timely comply with the obligations set forth in Section 11.4 (and applicable sub-sections) above, the Billing Party, in addition to exercising any other rights or remedies it may have under Applicable Law, may also exercise any or all of the following options:

11.6.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;

11.6.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.

11.7 Where required, a copy of the demand provided to Non-Paying Party under Section 11.6 above will also be provided to the Commission at the same time.

11.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 11.6 above, and Sections 11.9 below:

11.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and

11.8.2 will exclude any affected application, request, order or service from any otherwise Performance Measure.

11.9 If the Non-Paying Party fails to pay the Billing Party within thirty (30) calendar days of receipt of the second written demand provided under Section 11.5 above, the Billing Party, in addition to exercising any other rights or remedies it may have under Applicable Law it may:

11.9.1 cancel any pending application, request or order for new or additional Interconnection Services, under this Agreement; and

11.9.2 disconnect any Interconnection Services furnished under this Agreement;

11.9.3 discontinue providing any Interconnection Services furnished under this Agreement.

11.10 Limitation on Back-billing and Credit Claims; Exceptions to Limitation for Certain Situations (True-Ups):

11.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:

11.10.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the one hundred eighty (180) days immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the one hundred eighty (180) day limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the one hundred eighty (180) day period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection Service(s) more than one hundred eighty (180) days after the Interconnection Service(s) was provided when the ability or right to charge or the proper charge for the Interconnection Service(s) was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases (hereinafter a “true-up”), the time period for billing shall be the longer of (a) the period specified by the Commission or the appellate tribunal in the final order allowing or approving such proper charge or (b) eighteen (18) months from the date of the final order allowing or approving such charge or (c) one hundred eighty (180) days from the date of approval of any executed amendment to this Agreement required to implement such charge.

11.10.2 For the purposes of this Section, charges shall be deemed incurred for: (i) services charged on a usage-sensitive basis, upon the last day of the billing cycle in which such usage was recorded, and (ii) all other services, upon the first day of the billing cycle in which the billed Party used such service.

12.0 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. There are three (3) separate Dispute Resolution methods:

12.1.1 Service Center Dispute Resolution;

12.1.2 Informal Dispute Resolution; and

12.1.3 Formal Dispute Resolution, each of which is described below.

12.2 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written Notice sent to AT&T MICHIGAN for Disputed Amounts must be made on the “Billing Claims Dispute Form”.

12.2.1 If the written Notice given pursuant to Section 12.1 above discloses that the dispute relates to billing, then the procedures in Section 11.4 shall be used.

12.2.2 For a dispute submitted by the CLEC, the dispute shall first be processed by the appropriate service center for resolution.

12.2.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written Notice of:

12.2.3.1 the date of the bill in question;

12.2.3.2 the account number or other identification (CLEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;

12.2.3.3 telephone number, circuit ID number or trunk number in question;

12.2.3.4 any USOC (or other descriptive information) information relating to the item questioned;

12.2.3.5 amount billed;

12.2.3.6 amount in question; and

12.2.3.7 the reason that the Disputing Party disputes the billed amount.

12.2.4 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the Disputing Party furnishes all requisite information and evidence under Section 12.2 above by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.

12.2.5 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date Notice of the Disputed Amounts was received (provided that Disputing Party furnishes all requisite information and evidence under Section 12.2 above, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.

12.2.6 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 12.2 above, the Disputing Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 12.3 below of this Agreement.

12.3 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party, 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.

12.4 Formal Dispute Resolution Procedures

12.4.1 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.

12.4.2 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 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.

12.4.3 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.

13.0 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, "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 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, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by AT&T MICHIGAN to CLEC 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.

14.0 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.

15.0 Limitation of Liability

15.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed the limits set forth in sections 15.1.1 and 15.1.2 below.

15.1.1 Liabilities of CLEC – CLEC's liability to AT&T MICHIGAN 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 CLEC to AT&T MICHIGAN 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.

15.1.2 Liabilities of AT&T MICHIGAN – AT&T MICHIGAN's liability to CLEC 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).

15.2 Except as otherwise expressly provided in specific Attachments, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

15.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection Services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have

charged the End User or Third Party for the Interconnection Services that gave rise to such Loss and (ii) any Consequential Damages.

15.4 No Consequential Damages - Neither CLEC nor AT&T MICHIGAN 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 AT&T MICHIGAN's or CLEC's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by AT&T MICHIGAN's or CLEC'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.

15.5 AT&T MICHIGAN shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection Services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T-Michigan's gross negligence or willful misconduct. AT&T MICHIGAN does not guarantee or make any warranty with respect to Interconnection Services when used in an explosive atmosphere.

15.6 CLEC hereby releases AT&T MICHIGAN from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T MICHIGAN under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of CLEC End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

15.7 AT&T MICHIGAN shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

15.8 This Section 15 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, 251(c)(3) UNEs, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

16.0 **Indemnity**

16.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the Interconnection Services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection Services, provided by the other Party, its agents, subcontractors, or others retained by such Parties.

16.2 Except as otherwise expressly provided herein or in specific Attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection Services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) 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 (iii) 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.

16.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection Service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

16.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection Services provided under this Agreement involving:

16.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection Services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection Services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection Services provided pursuant to this Agreement.

16.4.1.2 The foregoing includes any Losses 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 Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection Services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

16.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection Services, provided under this Agreement; and

16.4.1.2.2 no infringement would have occurred without such modification.

16.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay 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.

16.5 A Party shall reimburse the Other Party for damages to the Other Party's facilities and/or equipment owned by the Other Party hereunder caused by the negligence or willful act of a Party, its agents or subcontractors or the Other Party's End User or resulting from a Party's improper use of the Other Party's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than the Other Party. Upon reimbursement for damages, the Parties will cooperate with each other in prosecuting a claim against the person causing such damage. A Party shall be subrogated to the right of recovery by the Other Party for the damages to the extent of such payment.

16.6 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix 24 - xDSL Loops and/or the applicable Commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T MICHIGAN facilities, that 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's") facilities.

16.7 Indemnification Procedures:

16.7.1 Whenever a claim shall arise for indemnification under this Section 16, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing 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.

16.7.2 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.

16.7.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

16.7.4 Upon accepting the defense, 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. So long as the Indemnifying Party is controlling and conducting the defense, 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.

16.7.5 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 refusing Party against, any cost or liability in excess of such refused compromise or settlement.

16.7.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will 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 shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

16.7.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

16.7.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

16.7.9 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 Section 22 below.

17.0 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, CLEC may sue in equity for specific performance. However, the Parties agree that AT&T MICHIGAN reserves it right to argue in any given case that specific performance is not an appropriate remedy.

18.0 Intellectual Property

18.1 AT&T MICHIGAN does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T-Michigan's network and unbundling and/or combining AT&T MICHIGAN's 251(c)(3) UNEs (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement except that AT&T MICHIGAN will indemnify CLEC for any claims of infringement arising from CLEC's use within the scope of this Agreement of third party Intellectual Property Rights associated with Network Elements for which AT&T MICHIGAN has obtained the necessary rights provided in Section 18.2(i). Any indemnities for Intellectual Property rights associated with 251(c)(3) UNEs shall be vendor's indemnities and are subject to the ownership terms stated in Section 19 of this Agreement.

18.2 The Parties acknowledge that this Agreement to Interconnect with AT&T MICHIGAN's network and to unbundle and/or combine AT&T MICHIGAN's Network Elements (including combining with CLEC'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 Opinion and Order dated April 27, 2000 (and any appeal there from) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, AT&T MICHIGAN will use its best efforts to provide CLEC with Intellectual Property Rights related to AT&T MICHIGAN's Unbundled Network Elements as necessary to permit CLEC to use such Unbundled Network Elements in the same manner as AT&T MICHIGAN.

18.3 AT&T MICHIGAN 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 CLEC the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. AT&T MICHIGAN will provide a list of all Vendor/Licensors applicable to the subject Unbundled Network Element(s). AT&T MICHIGAN shall promptly notify CLEC of any Vendor/Licensors from which AT&T MICHIGAN is unable to obtain the necessary rights or contract information set forth in this Section 18.2. AT&T MICHIGAN shall, at CLEC's request, contact the Vendor/Licensor to attempt to obtain permission to reveal additional contract details to CLEC.

18.4 AT&T MICHIGAN shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any 251(c)(3) UNE in a different manner than used by AT&T MICHIGAN.

18.5 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 AT&T MICHIGAN and requesting carriers using that unbundled network element.

18.6 Intentionally Omitted

18.7 Except as set forth in Section 18.2, AT&T MICHIGAN hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning CLEC'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 CLEC's Network Elements) in AT&T MICHIGAN's network or CLEC'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 AT&T MICHIGAN 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.

19.0 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;

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	CLEC CONTACT	AT&T MICHIGAN CONTACT
NAME/TITLE	Mark Iannuzzi President	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1175 W. Long Lake Road	311 S. Akard, 9th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Troy, Michigan 48098	Dallas, TX 75202-5398
FACSIMILE NUMBER	(248) 485-1051	(214) 464-2006

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, AT&T MICHIGAN may also communicate official information to CLEC 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.

20.0 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.

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.

21.0 Intentionally Omitted

22.0 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 CLEC or AT&T MICHIGAN pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC or AT&T MICHIGAN customers pursuant to the Act and the rules and regulations of the FCC, and recorded usage data, whether disclosed by CLEC to AT&T MICHIGAN or AT&T MICHIGAN to CLEC or otherwise acquired by AT&T MICHIGAN or CLEC in the course of the performance of this Agreement, shall be deemed Confidential Information of CLEC or AT&T MICHIGAN, as the case may be, for all purposes under this Agreement.

22.2 For a period of ten 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.

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 Section 18.6.

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 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, AT&T MICHIGAN shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to AT&T MICHIGAN's activities under the Act and AT&T MICHIGAN need not provide prior written notice of such disclosure to CLEC if AT&T MICHIGAN 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 CLEC's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be CLEC's proprietary information and may not be used by AT&T MICHIGAN 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 AT&T MICHIGAN's employees, contractors, agents or Affiliates with a need to know, unless the CLEC subscriber expressly directs CLEC to disclose, or approves the disclosure of, such information to AT&T MICHIGAN pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If AT&T MICHIGAN seeks and obtains approval to use or disclose

such CPNI from CLEC'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, AT&T MICHIGAN may use or disclose only such information as CLEC provides pursuant to such authorization and may not use information that AT&T MICHIGAN has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to AT&T MICHIGAN's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be AT&T MICHIGAN's proprietary information and may not be used by CLEC 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 CLEC's employees, contractors, agents or Affiliates with a need to know, unless the AT&T MICHIGAN subscriber expressly directs AT&T MICHIGAN to disclose, or approves the disclosure of, such information to CLEC pursuant to the requirements of Section 222(c)(1) or (2). If CLEC seeks and obtains approval to use or disclose such CPNI from AT&T MICHIGAN'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, CLEC may use or disclose only such information as AT&T MICHIGAN provides pursuant to such authorization and may not use information that CLEC 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 Section 20 or anywhere else in this Agreement shall prevent AT&T MICHIGAN from using recorded usage data for the limited purposes of designing and/or maintaining AT&T MICHIGAN's telecommunications network and/or ensuring that AT&T MICHIGAN's telecommunications network performs properly in providing its intended telecommunications functions and services. AT&T MICHIGAN shall not use recorded usage data for any other purpose except as mutually agreed upon.

23.0 Intervening Law

This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commission. If the actions of the State of Michigan 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 actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

24.0 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 Michigan, without regard to its conflicts of laws principles.

25.0 Regulatory Approval

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.

26.0 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.

27.0 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.

28.0 Law Enforcement

The Parties shall handle law enforcement requests in accordance with the requirements of this Section 28.

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.

29.0 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 venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

30.0 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.

31.0 Assignment or Transfer of Agreement

31.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-Affiliate without the prior written consent of AT&T MICHIGAN. For any assignment to an entity that is a non-Affiliate, CLEC shall provide AT&T MICHIGAN with a minimum of one hundred twenty (120) calendar days advance written Notice of any assignment associated with a CLEC Company Code (ACNA/CIC/OCN) change or Transfer of Asset Ownership and obtain AT&T-MICHIGAN's written consent. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio.

31.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T-MICHIGAN; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T MICHIGAN under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.

31.3 CLEC Name Change:

31.3.1 Any change in CLEC's corporate name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and no CLEC Company Code(s) are changing, constitutes a CLEC Name Change. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s). CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by CLEC, or by AT&T MICHIGAN on behalf of CLEC, for updating billing accounts and End User records, as set forth in the Pricing Schedule attachment of this Agreement.

31.3.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change.

31.4 Company Code(s) Change:

31.4.1 Unless within sixty (60) days of acquisition, CLEC provides AT&T MICHIGAN with appropriate paperwork reflecting that Third Party-administered codes have been updated to reflect CLEC's name on each Company Code associated with acquired assets including but not limited to any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service, CLEC must submit an order for each acquired asset to reflect the change of ownership in all appropriate AT&T MICHIGAN systems. All orders must be submitted no later than nine (9) months after the closing date of the acquisition.

31.4.2 In the event of a Company Code Change, CLEC shall comply with Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users.

31.4.3 For any CLEC Company Code Change, CLEC must negotiate a separate transfer or assignment agreement.

31.4.4 CLEC acknowledges that failing to comply with this Section 31 shall entitle AT&T MICHIGAN to issue a Notice under and in accordance with Section 7.3 of this Agreement.

31.5 Wherever required by this Section 31, AT&T-MICHIGAN's consent shall be conditioned upon receipt of payment for all outstanding charges associated with any transferred or acquired assets.

31.6 CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T MICHIGAN as a result of any assignment, acquisition or transfer of assets if requested under the terms of this Agreement.

32.0 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.

33.0 Hazardous Substances and Responsibility for Environmental Contamination

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

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

33.2.1 Any environmental hazard that AT&T MICHIGAN, its contractors or agents introduce to the work locations, or

33.2.2 The presence or release of any environmental hazard for which AT&T MICHIGAN is responsible under Applicable Law.

33.3 AT&T MICHIGAN will in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that AT&T MICHIGAN did not introduce to the affected work location. CLEC will (at AT&T MICHIGAN's request) indemnify, defend and hold AT&T MICHIGAN 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 CLEC, its contractors or agents introduce to the work locations, or

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

34.0 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.

35.0 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, or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharges with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement (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 income, (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 and (2) 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. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax.

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 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 by 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 (3) 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.

(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. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

35.3 With respect to any purchase hereunder of Products or Services that are resold to a third party, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 35 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.

35.4 With respect to any purchase under this Agreement of Products or Services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a Product or Service sold to a Third Party, if any Tax is imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority. If the purchasing Party fails to pay or remit any Tax as required by Applicable Law, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such Tax and any interest and penalties thereon. Notwithstanding any other provision of this Agreement, as between the providing Party and the purchasing Party, the purchasing Party shall indemnify and hold the providing Party harmless and be liable for any Tax due (and penalties and interest, if applicable), as well as any reasonable costs and expenses, on the purchasing Party's sale of any Product or Service to a third party.

35.5 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to fully 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.

35.6 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 35, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 35 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by

the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 35, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

35.7 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.

36.0 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.

37.0 Intentionally Omitted

38.0 Intentionally Omitted

39.0 Intentionally Omitted

40.0 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, CLEC shall be the primary point of contact for CLEC's end user customers with respect to the services CLEC provides such end user customers.

40.4 Customer Contact. CLEC will provide the exclusive interface to CLEC end user customers, except as CLEC may otherwise specify. When CLEC requires AT&T MICHIGAN personnel or systems to interface with CLEC end user customers, the AT&T MICHIGAN personnel shall identify themselves as representing CLEC, or any brand as CLEC may specify, and shall not identify themselves as representing AT&T MICHIGAN or any other entity.

41.0 Expenses

41.1 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.

42.0 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.

43.0 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.

44.0 Intentionally Omitted

45.0 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.

46.0 Intentionally Omitted

47.0 Intentionally Omitted

48.0 Authority

48.1 AT&T MICHIGAN represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan. AT&T MICHIGAN represents and warrants that AT&T owned ILEC has full power and authority to execute and deliver this Agreement as agent for AT&T Services, Inc. AT&T MICHIGAN represents and warrants that it has full power and authority to perform its obligations hereunder.

48.2 CLEC represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of XXX and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents that it is certified as a LEC by the Commission prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such service.

49.0 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.

50.0 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.

51.0 Intentionally Omitted

52.0 Intentionally Omitted

53.0 Intentionally Omitted

54.0 Tariff References:

54.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the guidebook, service catalog, service description, price list or other agreement pursuant to which such services are provided as a result of detariffing or deregulation.

54.2 Wherever terms used in connection with retail tariffs are referenced in this Agreement, the definition and application of those term(s) shall be subject to the terms and conditions of the retail tariff by which they were referenced.

54.3 If AT&T MICHIGAN has approved tariffs on file for interconnection or wholesale services, CLEC may purchase services from AT&T MICHIGAN from this interconnection agreement, the approved tariffs, or both in CLEC's sole discretion. CLEC shall notify AT&T MICHIGAN when CLEC is ordering from the tariff, otherwise the contract rates, terms and conditions will apply.

TelNet Worldwide, Inc.

Signature: _____

Name: Mark Iannuzzi

Title: President

Date: 9/8/12

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

Signature: Rebecca L. Sparks

Name: Rebecca L. Sparks

(Print or Type)

Title: **EXECUTIVE DIRECTOR - REGULATORY**

(Print or Type)

Date: 9-12-12

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

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 set forth 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, 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 call processing, call routing and network management are provided by means of centralized databases.

"Affiliate" is as defined in the Act.

"Alliance for Telecommunications Industry Solutions" (ATIS) 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.

"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 federal, state and local statutes, laws, rules, regulations, ordinances, codes, guidelines, orders and decisions of courts of competent jurisdiction that relate to a Party's obligations under this Agreement.

"AT&T MICHIGAN" means the AT&T owned ILEC doing business in Michigan.

"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 Calling Party Number (CPN).

"Automatic Route Selection" (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 end user customer Billing with attendant documentation. 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.

"Calling Party Number" (CPN) means a Common Channel Signaling (CCS) 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" (CABS) is defined in a document prepared under the direction of the Billing Committee of the Ordering and Billing Forum (OBF) of ATIS. 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.

"Centi Call Seconds" (CCS) is a unit of the average traffic of a facility during a period of time, a CCS is 100 call seconds of traffic during one hour.

"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, features.

"Collocation" is as described by Applicable Law.

"Commercial Mobile Radio Service" (CMRS) is as defined in the Act.

"Commission" or "MPSC" means the Michigan Public Service Commission.

"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" (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" (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.

"Conduit" 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" is the operations center or office designated by either Party as its single point of contact for the provisioning and maintenance of its portion of this Agreement.

"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 intraoffice cables.

"Customer Usage Data" means the Telecommunications Services usage data of an end user customer measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by one Party and forwarded to the other Party.

"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 CLEC on a service order.

“Deposit” A Deposit may be paid in the form of (cash, letter of credit – AT&T’s form, or a surety bond – AT&T’s form.

“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.

“End Office Switch” or “End Office” means a Switch that directly terminates traffic to and receives traffic from local exchange service customers. An End Office Switch does not include a PBX.

“Enhanced Service Provider” (ESP) is a provider of enhanced services as those services are defined in the Act.

“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.

“Feature Group D” or “FGD” is access available to all customers, providing Trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for Customer use in originating and terminating communications.

“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.

“Interconnection Service(s)” means Interconnection, Resale Services, 251(c)(3) UNEs, Collocation, functions, facilities, products and services offered under this Agreement.

“Interexchange Carrier” (IXC) means a Telecommunication Carrier that provides InterLATA or IntraLATA Telephone Toll Services.

“InterLATA” is as defined in the Act.

“InterLATA Traffic” describes Telecommunications between a point located in a Local Access and Transport Area (LATA) and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the Commission.

"Late Payment Charge" means the charge that is applied when a Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from the Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by the Party as of the Bill Due Date, or if the Party does not submit the Remittance Information.

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

"Local Call" means a call that originates and terminates within a Local Calling Area and includes a call that originates form and terminates to NXX codes that are associated with exchanges located within the same Local Calling Area without regard to the physical location to the calling/called parties.

"Local Calling Area" is as defined by the originating carrier's tariff for Basic Local Exchange Service. In the event the originating carrier does not have a tariff for Basic Local Exchange Service, the "Local Calling Area" will be as defined in AT&T MICHIGAN's tariff or guidebook for Basic Local Exchange Service.

"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 Interconnection Trunk Groups" are trunks used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T MICHIGAN End Users. Local Interconnection Trunk Groups are established according to Telcordia Technical Reference GR 317-CORE.

"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 Ordering Guide" (LSOG) is a document developed by the OBF to establish industry-wide ordering and billing processes.

"Local Service Request" (LSR) means the industry standard forms and supporting documentation used for ordering local services.

"Main Distribution Frame" (MDF) means the distribution frame of the Party providing the loop used to Interconnect cable pairs and line and trunk equipment terminals.

"MECAB" refers to the Multiple Exchange Carrier Access Billing document developed by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document, published by ATIS as ATIS/OBF-MECAB- Issue 7, February 2001, contains the recommended guidelines for the billing of access and interconnection services provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

"MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services document developed by the Interconnection Services Ordering & Provisioning (ISOP) Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS as ATIS/OBF-MECOD-Issue 5, February 2002, establishes methods for processing orders for access service which is to be provided to an Interexchange Carrier (IC) by two or more Exchange Carriers (ECs).

"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 Exchange Access Service to an IXC, with each LEC billing the IXC its tariffed rate for the portion of Switched Exchange Access Service it provided to the IXC.

"Meet Point Trunk Group" is a trunk group which carries traffic between the CLEC's End Users and IXCs via AT&T MICHIGAN Local/Access Tandem Switches.

"Network Data Mover" (NDM) is an industry standard protocol for the electronic transfer of information.

"Network Element" is as defined in the Act.

"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 Codes" (SAC Codes) 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 include 500, Toll Free Service NPAs, 700, and 900.

"Number Portability Administration Center" (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 of a service or access to service that is at least equal in quality, timing, priority, functionality and capabilities to that which SBC Michigan provides itself, its customers, subsidiaries, Affiliates or any third party.

"Party" means either AT&T MICHIGAN or CLEC. "Parties" means both AT&T MICHIGAN and CLEC.

"Plain Old Telephone Service" (POTS) means basic telephone service.

"Public Switched Network" or "Public Switched Telecommunications Network" (PSTN) includes all switches and transmission facilities, provided by any Telecommunications Carriers that use the NANP in connection with the provision of Telecommunications Services.

"Rate Center" means the specific geographic area that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

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

"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.

"Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services

include, but are not limited to, Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors and/or similar Switched Exchange Access Services.

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

"Tandem Office Switch" or "Tandem" means a Switch used to connect and switch Trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

"Transit Traffic Service" is a switching and intermediate transport service provided by AT&T MICHIGAN for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC has established a Local Interconnection Trunk Group to an AT&T MICHIGAN Tandem.

"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 Equipment" is as defined in the Act.

"Telecommunications Service" is as defined in the Act.

"Telephone Exchange Service" is as defined in the Act.

"Telephone Toll Service" is as defined in the Act.

"TELRIC" means Total Element Long-Run Incremental Cost.

"TSLRIC" means Total Service Long-Run Incremental Cost as defined by the Michigan Public Service Commission.

"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 (e.g., 800 or 800-like services). Toll Free Service includes, but is not limited to, calls placed to 800/888 NPA Service Access Codes (SAC).

"Transit Traffic" means traffic originating on CLEC's network that is switched and transported by AT&T MICHIIGAN and delivered to a Third Party's network, or traffic originating on a Third Party's network that is switched and transported by AT&T MICHIGAN and delivered to CLEC's network. A call that is originated or terminated by a CLEC purchasing Wholesale Local Switching from AT&T MICHIGAN is not considered Transit Traffic for the purposes of this Attachment. Additionally Transit Traffic does not include traffic to/from IXCs.

"Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T MICHIGAN for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC has established a Local Interconnection Trunk Group to an AT&T MICHIGAN Tandem.

"Trunk" means a communication line connecting two switching systems.

"Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.

"Wire Center" means the physical structure where AT&T MICHIGAN terminated subscriber outside cable plant (i.e. their local lines) with the necessary testing facilities to maintain them. This is usually the same location as a Class 5 central office. A Wire Center might have one or several Class 5 central offices, also called public exchanges or simply switches.

APPENDIX – BONA FIDE REQUEST

("BFR") PROCESS

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1.0 General Conditions

1.1 Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by CLEC to AT&T MICHIGAN for methods of interconnection required by Section 251 of the Act, access to Section 251 or 251(c)(3) Unbundled Network Elements (including Combinations thereof), or customized services for features, capabilities, functionalities of a 251(c)(3)Unbundled Network Element or 251(c)(3) Unbundled Network Element Combination that are not otherwise addressed in this Agreement at the time of such request but required to be made available via the Act. This Bona Fide Request ("BFR") process applies to each Bona Fide Request submitted to AT&T MICHIGAN.

1.2 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under the Dispute Escalation and Resolution sections of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking the Dispute Escalation and Resolution.

2.0 BFR Application Form

2.1 A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on https://clec.att.com. Included with the Application CLEC shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.

3.0 Definitions

3.1 "Complex Request Evaluation Fee" means an Individual Case Basis (ICB) fee to compensate AT&T MICHIGAN for the extraordinary expenses directly related to the CLEC's BFR which is a complex request that requires the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc.

3.2 "Development Rate" means the estimated cost for AT&T MICHIGAN to develop the new or modified 251(c)(3) elements.

4.0 Responsibilities of the Parties

4.1 AT&T MICHIGAN shall promptly consider and analyze the submission of a Bona Fide Request from CLEC for: (a) a method of Interconnection required by Section 251 of the Act or access to a 251(c)(3) Unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection required by Section 251 of the Act or access to a 251(c)(3) Unbundled Network Element (including Combinations thereof) that is different in quality to that which AT&T MICHIGAN provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities of a 251(c)(3)Unbundled Network Element or 251(c)(3) Unbundled Network Element Combination not otherwise provided hereunder at the time of such request but required to be made available via the Act. Items (a), (b) and (c) above may be referred to as a "BFR Item".

4.2 CLEC may cancel a Bona Fide Request at any time by written notice to AT&T MICHIGAN, but will pay AT&T MICHIGAN, as specified below, for reasonable costs incurred by AT&T MICHIGAN in its preparation of the Preliminary Analysis, BFR Quote, Development Rate costs or any Complex Request Evaluation Fee, up to the date of AT&T MICHIGAN's receipt of the cancellation.

4.3 Analysis of the BFR

4.3.1 CLEC is responsible for the reasonable costs incurred by AT&T MICHIGAN to prepare the Preliminary Analysis of CLEC's BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T MICHIGAN for its costs incurred to complete the Preliminary Analysis of the BFR:

4.3.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars ($2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover AT&T MICHIGAN's preliminary evaluation costs, in which case AT&T MICHIGAN may not charge CLEC in excess of the Deposit to complete the Preliminary Analysis; or

4.3.1.2 Not make the Deposit in which case CLEC shall be responsible for all reasonable costs incurred by AT&T MICHIGAN to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).

4.3.2 If CLEC submits a Deposit with its BFR, and AT&T MICHIGAN is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then AT&T MICHIGAN will return the Deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC. If CLEC cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by CLEC, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to CLEC.

4.3.3 AT&T MICHIGAN will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T MICHIGAN shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of CLEC's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. CLEC will provide an updated BFR application to include the additional information. CLEC acknowledges that the time intervals set forth in this Schedule begin once AT&T MICHIGAN has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.

4.3.3.1 For any BFR Item if AT&T MICHIGAN determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T MICHIGAN to expend extraordinary resources to evaluate the BFR, AT&T MICHIGAN shall notify CLEC within ten (10) Business Days of AT&T MICHIGAN's receipt of the BFR that a Complex Request Evaluation Fee will be required prior to the preliminary analysis of the BFR being performed by AT&T MICHIGAN. If CLEC accepts the Complex Request Evaluation Fee proposed by AT&T MICHIGAN, CLEC shall submit such fee within thirty (30) Business Days of AT&T MICHIGAN's notice that a Complex Request Evaluation Fee is required. AT&T MICHIGAN will not be obligated to further process the BFR until such Complex Request Evaluation Fee is received by AT&T MICHIGAN. Within thirty (30) Business Days of AT&T MICHIGAN's receipt of the Complex Request Evaluation Fee, AT&T MICHIGAN shall respond to CLEC by providing a preliminary analysis.

4.3.4 If AT&T MICHIGAN is not required to expend extraordinary resources to evaluate the BFR as described in Section 4.3.3.1 above, then within thirty (30) Business days of its receipt of a complete and accurate Bona Fide Request, AT&T MICHIGAN shall provide to CLEC a Preliminary Analysis of the BFR Item (the "Preliminary Analysis"). The Preliminary Analysis shall respond in one of the following ways:

4.3.4.1 Indicate that AT&T MICHIGAN will provide the BFR Item; or

4.3.4.2 Provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

4.4 Bona Fide Request Quote

4.4.1 If the Preliminary Analysis indicates that AT&T MICHIGAN will provide the BFR Item, CLEC may, at its discretion, provide written authorization for AT&T MICHIGAN to prepare a "BFR Quote". The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information AT&T MICHIGAN deems relevant to CLEC's request for the BFR Item.

4.4.1.1 CLEC's written authorization to develop the BFR Quote must be received by AT&T MICHIGAN within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to CLEC's obligation to pay AT&T MICHIGAN's reasonable costs incurred for the Preliminary Analysis as set forth herein. Any request by CLEC for AT&T MICHIGAN to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require CLEC to submit a new BFR. CLEC must provide acceptance of the preliminary analysis in writing and provide the payment of the estimated Development Rate for the new or modified network element quoted in the preliminary analysis. If CLEC fails to respond within the thirty (30) Business Day period, the BFR will be deemed cancelled.

4.4.1.2 As soon as feasible, but not more than ninety (90) (calendar) days after its receipt of CLEC's written authorization to prepare the BFR Quote and payment of the estimated Development Rate, AT&T MICHIGAN shall provide to CLEC a BFR Quote. The firm price quote will include any additional Development Rates, the nonrecurring rate and the recurring rate, and a detailed implementation plan. The firm nonrecurring rate will not include any of the Development Rate or the Complex Request Evaluation Fee, if required, in the calculation of this rate.

4.4.2 Within thirty (30) days of its receipt of the Bona Fide Request Quote, CLEC must either:

4.4.2.1 Confirm in writing its order for the BFR Item pursuant to the Bona Fide Request Quote and submit any additional Development Rates or nonrecurring rates quoted in the firm BFR Quote.

4.4.2.2 Or cancel the Bona Fide Request and reimburse AT&T MICHIGAN for its reasonable costs incurred in the preparation of the BFR Quote. If AT&T MICHIGAN does not receive Notice of any of the foregoing within such thirty (30) Business Day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T MICHIGAN for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by AT&T MICHIGAN).

4.4.3 If CLEC believes AT&T MICHIGAN's BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under the Dispute Escalation and Resolution sections of the Agreement. If, AT&T MICHIGAN does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and CLEC will reimburse AT&T MICHIGAN for its reasonable costs incurred in preparing the BFR Quote.

4.4.4 Upon agreement to the rates, terms and conditions of the BFR, an amendment to this Agreement may be required and the Parties shall negotiate such amendment in good faith.

5.0 Prices

5.1 Unless CLEC agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.

APPENDIX – RESALE

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1.0 Telecommunications Services Provided for Resale

1.1 This Appendix describes several services that AT&T MICHIGAN shall make available to CLEC for resale pursuant to this Agreement. All services or offerings of AT&T MICHIGAN which are to be offered for resale pursuant to the Act are subject to the terms herein. AT&T MICHIGAN shall make Telecommunications Services that AT&T MICHIGAN 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 CLEC, and pursuant to the requirements of the Act, AT&T MICHIGAN will make available to CLEC on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that AT&T MICHIGAN currently provides or may offer hereafter. AT&T MICHIGAN shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by AT&T MICHIGAN for resale, and the service functions and support functions provided by AT&T MICHIGAN to CLEC pursuant to this Agreement are collectively referred to as "Local Service."

1.3 CLEC may not resell Telecommunications Services purchased under this Appendix to other Telecommunications Carriers for resale by such carriers.

2.0 General Terms and Conditions for Resale

2.1 Primary Local Exchange Carrier Selection. AT&T MICHIGAN shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process end user customer selection of a primary local exchange carriers. AT&T MICHIGAN shall not require a written letter of authorization and shall not require a disconnect order to process a CLEC order for local service.

2.2 Prior to submitting an order under this Appendix, CLEC 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 and the applicable AT&T MICHIGAN tariff and/or Guidebook. AT&T MICHIGAN shall abide by the same applicable laws and regulations.

2.3 The Parties shall comply with all applicable MPSC rules regarding switching end user customers from one telecommunications provider to another, including, but not limited to, the procedures adopted in Case No. U-11900.

2.4 Intentionally Omitted

2.5 Should AT&T MICHIGAN receive an order from CLEC for services under this Appendix, and AT&T MICHIGAN is currently providing the same services to another local service provider for the same end user customer, CLEC agrees that AT&T MICHIGAN will notify the local service provider from whom the end user customer is being converted of CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC 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 AT&T MICHIGAN.

2.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by CLEC.

2.7 AT&T MICHIGAN shall not be responsible for the manner in which CLEC bills its end user customers. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC regardless of CLEC's ability to collect. CLEC shall not be responsible for payment of charges for any retail services furnished and billed by AT&T MICHIGAN directly to end user customers.

3.0 Pricing

3.1 The wholesale discount for resale services is reflected in Pricing Schedule. In addition to the discounted rates set forth in Pricing Schedule, CLEC shall pay AT&T MICHIGAN for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by CLEC, including initial non-recurring charges.

3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to CLEC at wholesale rates as specified in Pricing Schedule, and shall be no less favorable than the wholesale rates made available by AT&T MICHIGAN to comparable CLECs; provided, however, pursuant to Section 252 of the Act, implementing

regulations and any court decisions applicable thereto, AT&T MICHIGAN shall make available to CLEC for resale, without unreasonable delay, any local service which AT&T MICHIGAN offers to any other CLEC for resale contained in any agreement to which AT&T MICHIGAN is a Party that has been filed and approved by the Commission.

4.0 Resale Restrictions

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

4.2 AT&T MICHIGAN 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. AT&T MICHIGAN retail promotions of ninety (90) days or less are not available to CLEC for resale.

4.3 CLEC shall only resell services to the same category of subscriber to whom AT&T MICHIGAN offers such services (for example, residential service shall not be resold to business subscribers).

4.4 CLEC shall not use a resold service to avoid the rates, terms and conditions of AT&T MICHIGAN's corresponding retail tariff and/or Guidebook.

4.5 CLEC 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 CLEC 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 will apply to each local exchange line furnished to CLEC under this Appendix for resale.

4.7 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the price listed in the applicable AT&T MICHIGAN tariffs.

4.8 AT&T MICHIGAN shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by AT&T MICHIGAN as the incumbent local exchange carrier.

4.9 AT&T MICHIGAN's services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

4.10 Unless permitted by tariff, CLEC 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 To the extent AT&T MICHIGAN makes available to itself, its end user customers, subsidiaries, Affiliates or any other third parties any volume or term discounts, AT&T MICHIGAN shall make such volume and term discounts available to CLEC at the same rates, terms and conditions.

5.0 Dialing and Service Parity, Number Retention

5.1 Unless technically infeasible, for resold service AT&T MICHIGAN shall ensure that all CLEC end user customers experience the same dialing parity as comparable AT&T MICHIGAN end user customers, such that, for all call types: (i) an CLEC end user customer is not required to dial any greater number of digits than a comparable AT&T MICHIGAN end user customer; (ii) the CLEC 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 a CLEC end user customer is at

least equal in quality to that experienced by a comparable AT&T MICHIGAN end user customer. This subsection shall also apply to the local portion of 1+ intraLATA and interLATA calls.

5.2 For resold services, AT&T MICHIGAN shall ensure that all CLEC end user customers experience the same service levels as comparable AT&T MICHIGAN 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.

6.0 Changes in Retail Service

6.1 AT&T MICHIGAN will notify CLEC in advance of any changes in their terms and conditions in accordance with the applicable tariff and Guidebook.

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.

7.0 Requirements for Specific Services

7.1 Centrex Requirements. CLEC 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 AT&T MICHIGAN retail tariff(s)/Guidebooks applicable within that state.

7.1.1 CLASS and Custom Features Requirements. Where deployed, and at CLEC's option, CLEC 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 CLEC for resale, including any geographic or end user customer class restrictions which may be imposed by applicable federal and state orders.

7.1.1.2 CLEC 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 and/or Guidebook. Updates to AT&T MICHIGAN's feature offerings will be distributed to CLEC via accessible letter and/or the AT&T MICHIGAN's CLEC website.

7.1.2 All service levels and features of CENTREX Service provided by AT&T MICHIGAN for resale by CLEC shall be at parity to those provided to AT&T MICHIGAN's end user customers.

7.1.3 Intentionally Omitted

7.1.4 CLEC may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.

7.2 CLEC 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 CLEC resells services that require certification on the part of the end user customer, CLEC 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

7.2.2 Telephone Assistance Programs

7.2.2.1 Intentionally Omitted

7.2.2.2 CLEC will adhere to all applicable regulation and law in the administration of Telephone Assistance Programs for its end user customers.

7.2.2.3 If an existing AT&T MICHIGAN end user customer is certified as eligible for Telephone Assistance Programs, for example LifeLine or Link-Up services, the CSR information that AT&T MICHIGAN

provides to CLEC when CLEC acquires that end user customer will include an indicator which identifies the end user customer's eligibility for a Telephone Assistance Program.

7.2.2.4 CLEC is responsible for determining its end user customers' eligibility for Telephone Assistance Programs, and for certifying and recertifying eligible end user customers, as required by applicable federal and state regulation and law, including obtaining and retaining documentary evidence of eligibility.

7.2.2.5 CLEC as a reseller of LifeLine and Link-Up Services hereby certifies that it has and will comply with the FCC requirements governing the LifeLine and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b).

7.2.2.6 CLEC shall maintain documentation of FCC or applicable state eligibility to prove compliance with the LifeLine and Link-Up programs for the three (3) full preceding calendar years, and CLEC shall provide such documentation to the FCC or its Administrator upon request.

7.2.2.7 CLEC hereby permits AT&T MICHIGAN to provide the FCC or its Administrator, USAC, or any Commission information concerning CLEC's participation in LifeLine and Link-Up programs.

7.3 Intercept and Transfer Services. AT&T MICHIGAN shall provide intercept and transfer services to CLEC for CLEC end user customers on the same basis as such services are available to comparable AT&T MICHIGAN end user customers.

7.4 E911/911 Services. AT&T MICHIGAN shall provide to CLEC, for CLEC end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to AT&T MICHIGAN's end user customers. AT&T MICHIGAN shall use its service order process to update and maintain on the same schedule that it uses for its retail end user customers, the CLEC customer service information in the ALI/DMS used to support 911 services. AT&T MICHIGAN shall provide and validate CLEC end user customer information to the PSAP.

7.5 AT&T MICHIGAN shall serve as a clearinghouse between CLEC and PSAPs except where state law requires CLEC to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

7.5.1 AT&T MICHIGAN shall include CLEC information when providing the 911 Customer with the detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX and exempt lines.)

7.6 Intentionally Omitted

7.7 Customer Specific Pricing Agreements.

7.7.1 The telecommunications services AT&T MICHIGAN offers to CLEC for resale pursuant to this Appendix include telecommunications services sold at discounted rates to individual end user customers pursuant to Individual Case Basis ("ICB") contracts.

7.7.1.1 Services that are not telecommunications services eligible for resale do not become subject to resale when they are included in an ICB contract. The inclusion of services that are not telecommunications services or the inclusion of goods or equipment in an ICB Contract does not alter AT&T MICHIGAN's obligation to offer for resale the telecommunications services in the ICB Contract.

7.7.1.2 Further, AT&T MICHIGAN may not refuse to offer to CLEC for resale the telecommunications service in a mixed-use ICB contract on the grounds that the CLEC's end user is not similarly situated because the CLEC is not offering a comparable non-telecommunications service to its end user. AT&T MICHIGAN is obligated to offer the telecommunications portion of the mixed-use ICB to CLEC for resale without inclusion of the non-telecommunications service.

7.7.1.3 Intentionally Omitted

7.7.1.4 Intentionally Omitted

7.7.2 Terms and Conditions of the Resold ICB Contracts; Similarly-Situated Factors

7.7.2.1 In order to resell an ICB contract, CLEC shall certify that it will resell the ICB subject to the material terms and conditions that apply to the retail ICB contract customer, as those terms and conditions 1) appear on the face of the retail ICB contract, 2) are disclosed in a Disclosure Statement that accompanies the retail ICB contract, or 3) can be inferred with reasonable certainty by CLEC from ascertainable customer characteristics.

7.7.2.1.1 Intentionally Omitted

7.7.2.2 AT&T MICHIGAN may condition the resale of an ICB contract on CLEC's certification that its customer is similarly-situated to the retail ICB customer in the following respects:

(i) the CLEC's customer meets the same or higher revenue or revenue commitment as the retail ICB contract customer;

(ii) the CLEC's customer meets the same or higher volume commitment as the retail ICB contract customer;

(iii) the CLEC's customer meets the same term length commitment as the retail ICB contract customer;

(iv) the CLEC's customer is subject to the same or higher termination obligation as the retail ICB contract customer.

7.7.2.3 AT&T MICHIGAN may condition the resale of an ICB contract on CLEC's certification that its customer is similarly-situated to the retail ICB customer in the following additional respects, if and only if AT&T MICHIGAN discloses the retail ICB contract to CLEC pursuant to section 7.7.6 and includes a Disclosure Statement which states that one or more of the following applies to the ICB contract:

(v) that the price to the retail customer was affected by the availability of network facilities at the service location. (For example, that the retail price was lower at the particular service location of the retail customer than it otherwise would be because the location is already served by a fiber ring);

(vi) that the price to the retail customer was affected by the geographic location at which the services will be provisioned. (For example, that the retail price was lower at the particular service location of the retail customer than it otherwise would be because the location is in Southeast Michigan and therefore costs less to serve than another location in the state, such as the Upper Peninsula);

(vii) that the price to the retail customer was affected by the type of products or services offered in the ICB contract:

(viii) that the price to the retail customer was affected by the configuration of the service. (For example, an Opteman service provided at three nodes configured for 100 Mbps at Node 1, 200 Mbps at Node 2 and 300 Mbps at Node 3 is different than providing 200 Mbps for each of 3 nodes); and

(ix) that the price to the AT&T MICHIGAN customer was affected by additional factors as permitted by section 7.7.3.

7.7.2.4 AT&T MICHIGAN is not required to disclose commercially sensitive information unless such non-disclosure would prevent the disclosure of an essential term or condition necessary for its offering of the ICB contract for resale. CLEC acknowledges that ICB contract information is Confidential Information under the confidentiality provisions of the General Terms & Conditions.

7.7.2.5 Intentionally Omitted

7.7.3 Notwithstanding any other provision in this Agreement, regarding retail telecommunications services contained in an ICB contract with an annualized revenue commitment of $1,000,000 or more, AT&T MICHIGAN may require CLEC's end user customer to satisfy conditions prior to reselling such

telecommunications services to CLEC at wholesale rates without a prior demonstration to the Commission that such conditions are reasonable and nondiscriminatory, provided AT&T MICHIGAN can objectively show that the conditions affected the prices at which the services were offered to AT&T MICHIGAN's customer. An objective showing must be in writing and include information explaining how and the degree to which the additional factors influenced the price. CLEC may contest AT&T MICHIGAN's showing and explanation in accordance with the Dispute Resolution Procedures of this Agreement.

7.7.3.1 Nothing in this section overrides AT&T MICHIGAN's obligation to disclose the type of telecommunication service offered in an ICB contract with an annualized revenue commitment of $1,000,000 or more, the rates at which such service was offered, and the conditions. In addition, when disclosing such information, AT&T MICHIGAN shall also disclose any conditions.

7.7.3.2 When AT&T MICHIGAN is providing telecommunications services pursuant to an ICB Contract in Michigan and in at least one other State, AT&T MICHIGAN shall disclose to CLEC, consistent with the requirements of this Section, any condition or conditions that AT&T MICHIGAN contends a CLEC's end user customer must meet to qualify for resale.

7.7.3.2.1 Upon request of a CLEC to resell the ICB-priced services in a multi-state contract, AT&T MICHIGAN shall permit CLEC to resell such services without requiring any of the services provided to CLEC's end user customer be outside the state of Michigan. At its option, AT&T MICHIGAN may elect to offer such ICB-priced services for resale in one of two forms. AT&T MICHIGAN may offer for resale either i) the services that AT&T MICHIGAN sells in the State of Michigan only or ii) the total amount of services that AT&T MICHIGAN sells in all of the states combined.

7.7.4 At any time before the termination of this Agreement, AT&T MICHIGAN may request the Commission to determine that conditions on resale in addition to those prescribed in this Agreement would be reasonable and nondiscriminatory.

7.7.5 Within 60 days of the Effective Date of this Agreement, AT&T MICHIGAN shall devise and implement a procedure to inform CLEC of the terms and conditions contained within its ICB contracts that it is obligated to offer for resale. The procedure should provide CLEC sufficient terms of the ICB contracts such that CLEC can discern the nature of those ICB contracts and any conditions on Resale. Duplicative offers need not be included.

7.7.5.1 The procedure shall also include specific instructions regarding how CLEC may accept AT&T MICHIGAN's offer in connection with a telecommunication services contained in an ICB contract.

7.7.5.2 AT&T MICHIGAN shall automate its offering process and CLEC's acceptance process for as many of AT&T MICHIGAN's ICB service offerings as reasonably possible.

7.7.5.3 When AT&T MICHIGAN is required to provide information to CLEC pursuant to the requirements of this Section, AT&T MICHIGAN shall provide such information promptly.

7.7.6 In order to provide the information needed under section 7.7.2, AT&T MICHIGAN will disclose the relevant retail ICB contracts, and the relevant portions of those contracts, by posting them to a password-protected website accessible by CLEC. Where appropriate, the ICB contract will be accompanied by a Disclosure Statement. Duplicative retail ICB contracts need not be disclosed.

7.7.6.1 A service that is not subject to the resale obligation does not become subject to the resale obligation simply because it is disclosed in an ICB contract.

7.7.6.2 Consistent with the requirements of this Section 7.7, AT&T MICHIGAN shall make available to CLEC for resale any telecommunications service contained in an ICB contract which AT&T MICHIGAN is currently providing to a retail customer and such ICB contract is in the first half of its initial term. The term length of the CLEC offering of the service shall be equal to the length of the initial term of AT&T MICHIGAN's underlying ICB contract with its end user

7.7.6.2.1 Consistent with the requirements of this Section 7.7, AT&T MICHIGAN shall make

available to CLEC for resale any telecommunications service contained in an ICB Contract which AT&T MICHIGAN is currently providing to a retail customer and such ICB contract is in the first half of a renewal term. The term length shall be equal to the length of the renewal term of AT&T MICHIGAN's underlying ICB renewed contract with its end user.

7.7.7 AT&T MICHIGAN and CLEC shall work cooperatively to exchange information as necessary and appropriate to jointly determine whether the designated CLEC customer meets the material terms of the AT&T MICHIGAN retail ICB contract and, where appropriate, is similarly situated to the AT&T MICHIGAN retail customer.

7.7.7.1 CLEC shall submit a written request to resell a particular retail ICB contract. Both Parties shall promptly determine whether they reasonably need additional information to evaluate and process the request and each Party shall promptly respond.

7.7.7.2 Any disputes under section 7.7 may be taken directly to the Commission without going through the dispute resolution procedures otherwise required by Section 12 of the General Terms & Conditions of this agreement.

7.7.8 Intentionally Omitted

7.7.9 If CLEC accepts an offer by AT&T MICHIGAN to resell an ICB contract, AT&T MICHIGAN shall provision such service in accordance with the requirements of 47 CFR 51.603(b).

7.7.10 Intentionally Omitted

7.7.11 If a party wishes to verify that AT&T Michigan is properly disclosing its retail ICB contracts under this Agreement, or whether CLEC is reselling the ICB contracts in accordance with the requirements of this Agreement then a Party may initiate an audit as set forth in this section.

7.7.11.1 For purposes of this Section 7.7.11, "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 an audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) 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 a Party receives a written notice from the Party 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, or if they cannot agree by an auditor selected by the Commission. Such auditor may not be compensated on a commission or incentive-fee basis. The auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties.

7.7.11.1.1 CLEC Audit of AT&T MICHIGAN. CLEC may audit two times each Contract Year the retail ICB contracts of AT&T MICHIGAN for the purpose of evaluating whether AT&T MICHIGAN is disclosing the retail ICB contracts in accordance with the requirements of this Agreement. Notwithstanding the foregoing, CLEC may audit as provided herein more than two times during any Contract Year if the previous audit found previously uncorrected, material failures to disclose ICB contracts in accordance with the terms of the Agreement

7.7.11.1.2 CLEC shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of AT&T MICHIGAN during normal business hours. AT&T MICHIGAN shall provide reasonable cooperation in any such audit, providing the auditor reasonable access to appropriate retail ICB contracts reasonably necessary to assess the accuracy of AT&T MICHIGAN's ICB contract disclosure. CLEC shall not have access to the audited data of AT&T MICHIGAN, but shall rely

upon summary results provided by the auditor. AT&T MICHIGAN may redact from the retail ICB contracts provided to the auditor any confidential information that reveals the identity of Customers of AT&T MICHIGAN, proprietary Customer information, AT&T MICHIGAN internal cost information, network security information or AT&T MICHIGAN trade secret information.

7.7.11.1.3 The results of the Audit shall be considered to be Confidential Information under this Agreement and shall not be disclosed by CLEC except as permitted by the Confidentiality provisions of this Agreement. AT&T MICHIGAN shall receive a copy of the auditors report.

7.7.11.2 AT&T MICHIGAN Audit of CLEC. AT&T MICHIGAN may audit once each Contract Year CLEC's resale of AT&T MICHIGAN's ICB retail contracts for the purpose of evaluating whether CLEC is reselling the ICB contracts in accordance with the requirements of this Agreement. Notwithstanding the foregoing, AT&T MICHIGAN may audit as provided herein more than once during any Contract Year if the previous audit found previously uncorrected, material improper resale of AT&T MICHIGAN's retail ICB contracts in accordance with the terms of the Agreement.

7.7.11.2.1 AT&T MICHIGAN shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of CLEC during normal business hours. CLEC shall provide reasonable cooperation in any such audit, providing the auditor reasonable access to appropriate contracts and customer information reasonably necessary to assess whether CLEC is reselling AT&T MICHIGAN's retail ICB contracts in accordance with the requirements of the Agreement. AT&T MICHIGAN shall not have access to the audited data of CLEC, but shall rely upon summary results provided by the auditor. CLEC may redact from the information provided to the auditor any confidential information that reveals information of CLEC customers that is outside the scope of the audit, proprietary Customer information, CLEC internal cost information, network security information or CLEC trade secret information.

7.7.11.2.2 The results of the Audit shall be considered to be Confidential Information under this Agreement and shall not be disclosed by AT&T MICHIGAN except as permitted by the Confidentiality provisions of this Agreement. CLEC shall receive a copy of the auditors report.

7.7.12 AT&T MICHIGAN shall take all reasonable steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding CLEC's request or other competitively sensitive information.

7.8 Inside Wire Maintenance Service. CLEC may enter into a separate agreement with AT&T MICHIGAN to purchase AT&T MICHIGAN inside wire maintenance service for use with CLEC end user customers.

8.0 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 Intentionally Omitted

8.3 Intentionally Omitted

8.4 Branding

8.4.1 Except where otherwise required by law, CLEC shall not, without AT&T MICHIGAN'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 AT&T MICHIGAN or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T MICHIGAN in the provision of Telecommunications Services to CLEC's end user customers.

8.4.2 Where available, AT&T MICHIGAN will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

8.4.2.1 CLEC will provide AT&T MICHIGAN recorded announcements and written specifications to be used to brand CLEC's OS/DA calls.

8.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.

8.4.2.3 Where AT&T MICHIGAN provides CLEC 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, different brands may be used on each trunk group.

8.4.2.4 Charges for branding are set forth in Pricing Schedule.

8.4.2.5 Until CLEC's resold OS/DA traffic is customized routed off of the AT&T MICHIGAN OS/DA platform, AT&T MICHIGAN will continue to provide OS/DA branding on AT&T MICHIGAN's own platform using the service provided ID solution currently in effect.

8.5 Intentionally Omitted

8.6 Directory Assistance (DA) Listings

8.6.1 AT&T MICHIGAN will include the CLEC end user customer listing in its Directory Assistance database as part of the service order process. AT&T MICHIGAN will honor CLEC 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 CLEC requested in the AT&T MICHIGAN database which is used to perform Directory Assistance functions. AT&T MICHIGAN shall permit CLEC end user customers the option of having a non-listed telephone number; this option will be provided at the same price AT&T MICHIGAN 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. AT&T MICHIGAN will provide Directory Assistance service to CLEC that equals the Directory Assistance Service AT&T MICHIGAN provides to itself and its own end user customers.

8.6.2 Intentionally Omitted

8.7 OS/DA calls which, at CLEC's option, are routed to AT&T MICHIGAN, will meet or exceed the Performance Measurements which AT&T MICHIGAN provides to itself and its own end user customers. AT&T MICHIGAN will provide the full range of Operator Services at the rates set forth in Pricing Schedule, 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 CLEC 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 AT&T MICHIGAN to access AT&T MICHIGAN database for Operator Services, if CLEC has purchased the resale line without AT&T MICHIGAN Operator Services, AT&T MICHIGAN will offer Operator-to-Operator BLV/BLVI to CLEC on a non-discriminatory basis, in accordance with LERG instructions. AT&T MICHIGAN requires that a reciprocal BLV/BLVI network be established between AT&T MICHIGAN and CLEC's operator service provider.

8.10 Line Information Database. AT&T MICHIGAN shall update and maintain CLEC end user customer information, as provided to AT&T MICHIGAN, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for AT&T MICHIGAN end user customers.

8.11 Telephone Line Number Calling Cards. Effective as of the date of a customer's subscription to CLEC's service, AT&T MICHIGAN will remove any AT&T MICHIGAN assigned telephone line calling card number (including area code) (TLN) from LIDB.

8.12 End Office Features. AT&T MICHIGAN shall provide for resale the same end-office switch features that are available to AT&T MICHIGAN's end user customers, including, but not limited to CLASS features, Custom Features, and AIN features.

8.13 Call Blocking. Upon CLEC's request, AT&T MICHIGAN will provide blocking on a line by line basis of an CLEC 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 AT&T MICHIGAN provides blocking to comparable end user customers. If CLEC 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 CLEC to order the appropriate toll restriction or blocking on lines resold to end user customers. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. CLEC 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 CLEC end user customers.

8.14 Law Enforcement and Service Annoyance. AT&T MICHIGAN and CLEC 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 CLEC end user customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process for CLEC to interface with AT&T MICHIGAN regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis. Notwithstanding the above, CLEC 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.

9.0 Service Functions

AT&T MICHIGAN shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. AT&T MICHIGAN shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

9.1 Work Order Processes. AT&T MICHIGAN shall ensure that all work order processes used to provision local service to CLEC 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 CLEC end user customer. Except as otherwise provided in this Agreement, CLEC shall be the single and sole point of contact for all CLEC 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 will 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, (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 Points of Contact. Each Party shall provide the other Party with an account team 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 AT&T MICHIGAN in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement.

9.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, AT&T MICHIGAN may not initiate any disconnect, suspension or termination of an CLEC end user customer's resale services unless directed to do so by CLEC by transmission of a service order or AT&T MICHIGAN's receipt of proper authorization to change such end user customer's primary local exchange carrier to a carrier other than CLEC. AT&T MICHIGAN will provide CLEC with an electronic notice of end user customers who change their local carrier.

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. AT&T MICHIGAN shall allow CLEC 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. CLEC may purchase those AIN features and functions that AT&T MICHIGAN offers at retail, to subscribers who are not telecommunications carriers.

9.10.1 All service levels, features and function components of AIN provided by AT&T MICHIGAN and offered for resale by CLEC will be provided by AT&T MICHIGAN at parity with the same services AT&T MICHIGAN offers to its own end user customers.

9.10.2 CLEC may purchase any and all levels of AIN service for resale services without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

APPENDIX - COLLOCATION

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1.0 COLLOCATION TERMS

AT&T MICHIGAN shall provide, and CLEC agrees to purchase, Collocation in accordance with the requirements of the version of Michigan Tariff 20R, Part 23, Section 4: "Collocation Services," (the "Tariff") attached to this Appendix Collocation as Attachment 1 and incorporated by this reference. The Parties agree that any changes to the Tariff made by AT&T MICHIGAN and filed with the Commission shall not affect the terms, conditions or prices of this Appendix Collocation unless the Agreement is amended in accordance with the requirements of Section 23 of the general terms and conditions (Intervening Law).

APPENDIX - COLLOCATION ATTACHMENT 1

This appendix sets forth the terms and conditions for physical and virtual collocation arrangements furnished or made available by Michigan Bell Telephone Company d/b/a AT&T MICHIGAN (AT&T MICHIGAN) in the State of Michigan.

The rates and services provided in this appendix are regulated and approved by the Commission in compliance with the Commission's rules and the Federal Telecommunications Act of 1996 ("FTA96").

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1.0 PHYSICAL COLLOCATION (REGULATIONS)

1.1 PURPOSE AND SCOPE OF APPENDIX

1.1.1 This appendix provides for the placing of Collocator telecommunications equipment and facilities on AT&T MICHIGAN property for the purposes set forth in Paragraph 1.1.3, following.

1.1.2 Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within an AT&T MICHIGAN Eligible Structure as defined in Paragraph 2 Definitions, following. The Collocator will lease the Dedicated Space from AT&T MICHIGAN and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Paragraph 1.1.3, following. AT&T MICHIGAN will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T MICHIGAN will permit collocation in Adjacent Structures in accordance with this appendix so that collocators will have a variety of collocation options from which to choose.

1.1.3 Physical collocation is available for the placement of telecommunications equipment as provided for in this appendix for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96, or (ii) obtaining access to AT&T MICHIGAN's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96**.** The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively.

2.0 DEFINITIONS

Active Collocation Space – Denotes the space within an Eligible Structure that can be designated for physical collocation, which has sufficient telecommunications infrastructure systems, including power. Any dispute as to whether administrative space within an Eligible Structure should be available for physical collocation, shall be resolved on a case-by-case basis by the use of the Third Party Engineer process pursuant to Section 6.2.1 of this Appendix. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

Adjacent Off-site Arrangement - Where Physical Collocation space within an AT&T MICHIGAN Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T MICHIGAN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Offsite Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T MICHIGAN's Central Office or Eligible Structure. Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T MICHIGAN's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this appendix for access to unbundled network elements. The interim rates, subject to true up, established in this appendix for adjacent off-site arrangement apply only if collocator's adjacent off-site located on a property that is contiguous to or within one standard city block of AT&T MICHIGAN's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T MICHIGAN shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T MICHIGAN's facilities. AT&T MICHIGAN shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, AT&T MICHIGAN will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Offsite Facility into the interior

space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

Adjacent Structure - A Collocator-provided structure placed on AT&T MICHIGAN property (Adjacent On-site) or non-AT&T MICHIGAN property (Adjacent Off-site) 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. AT&T MICHIGAN and CLEC will mutually agree on the location of the designated space on AT&T MICHIGAN premises where the adjacent structure will be placed. AT&T MICHIGAN will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements.

Augment - A request from a collocator to add equipment and/or cable to an existing physical collocation arrangement.

Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, e.g., painting a cage. Custom work may not be charged to a Collocator for any work performed which will benefit or be used by AT&T MICHIGAN or other Collocators. AT&T MICHIGAN also may not impose a custom work charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements provided in this Appendix. AT&T MICHIGAN shall follow the procedures established in Section 20.1 of this Appendix for imposition of Custom Work Charges. In the event an agreement between the Collocator and AT&T MICHIGAN is not reached regarding the custom work charge, AT&T MICHIGAN shall complete construction of the Collocator's space pending resolution of the issue by the Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T MICHIGAN shall accrue interest at the rate established by the MPSC. All Custom Work Charges that are approved by the Public Utility Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T MICHIGAN that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T MICHIGAN shall file the appropriate appendix amendment. However, AT&T MICHIGAN shall not delay completion of such work during the appendix approval process. AT&T MICHIGAN shall perform such work based upon interim rates, subject to true-up. If the Collocator and AT&T MICHIGAN cannot agree on interim rates, either party may seek informal dispute resolution.

Dedicated Space - Denotes the space dedicated for the Collocator's physical collocation arrangement located in an AT&T MICHIGAN Eligible Structure.

Eligible Structure - Eligible Structure refers to AT&T MICHIGAN's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T MICHIGAN that house its network facilities, and all structures that house AT&T MICHIGAN's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. Infrastructure systems - the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

Legitimately Exhausted – Denotes when all space in a Central Office (CO) that can be used or is useful to locate telecommunications equipment in any of the methods of collocation available under this appendix is exhausted or completely occupied. Before AT&T MICHIGAN may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T MICHIGAN must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T MICHIGAN's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2.1 of this appendix. In making this determination, AT&T MICHIGAN may reserve space for transport equipment for current year plus two. Additionally, AT&T MICHIGAN may not reserve space for equipment for itself, for/of advanced or interLATA services affiliates or other AT&T MICHIGAN affiliates or for future use by AT&T MICHIGAN or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T MICHIGAN may reserve space for Switching, Power, and MDF up to a maximum of 8 years of anticipated growth. AT&T MICHIGAN may reserve space for DCS for 5 years of anticipated growth.

At the time that AT&T MICHIGAN denies a collocation request due to a lack of available space or determines that the space is Legitimately Exhausted, AT&T MICHIGAN must provide to the CLEC, upon request, the following information: (1) a detailed explanation of AT&T MICHIGAN's determination and all reasons in support thereof; (2) the access line forecast used in making the determination as defined above; and (3) a frame level diagram, which includes detailed floor plans for the Eligible Structure that is the subject of the determination, including the locations, size, and current and projected use of all areas reserved for AT&T MICHIGAN's future growth or reserved for use by AT&T MICHIGAN's affiliates on a frame level basis and the planned date for use of that space. The frame level diagram will also include detail for each frame or area reserved for future use, including a delineation of the type of equipment to be used in the reserved space. In estimating the space requirement for growth, AT&T MICHIGAN shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. In the dispute resolution process, AT&T MICHIGAN shall bear the burden of establishing that its reservation of active telecommunications equipment space is just, reasonable, and nondiscriminatory. In addition, AT&T MICHIGAN shall not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. AT&T MICHIGAN shall disclose to CLECs the space it reserves for its own future growth and for that of its interLATA, advanced services, and other affiliates.

Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Appendix.

Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A collocation arrangement shall be presumed to be technically feasible if it has been deployed by any incumbent local exchange carrier in the country.

Telecommunications Infrastructure Space – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of AT&T MICHIGAN's network and/or the network of another CLEC.

3.0 LIMITATION OF LIABILITY

3.1 Limitation - With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to this appendix, the liability of either AT&T MICHIGAN or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

Neither AT&T MICHIGAN nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort. Both AT&T MICHIGAN and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the General Terms and Conditions of the underlining agreement. The liability of either AT&T MICHIGAN or the Collocator for its willful misconduct or gross negligence is not limited by this appendix.

3.2 Third Parties - AT&T MICHIGAN also may provide space in or access to the Eligible Structure, to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

In addition to any other applicable limitation, neither AT&T MICHIGAN nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any such Other, except in instances involving willful actions by either AT&T MICHIGAN or the Collocator or their agents or employees.

4.0 RESPONSIBILITIES OF AT&T

4.1 Right to Use; Multiple Dedicated Spaces - In accordance with this appendix, AT&T MICHIGAN grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this appendix.

4.2 Contact Numbers - AT&T MICHIGAN is responsible for providing the Collocator personnel a contact number for AT&T MICHIGAN technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this appendix, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure 24 hours a day, 7 days a week, and AT&T MICHIGAN will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports - AT&T MICHIGAN is responsible for making best efforts to provide prompt verbal notification to the collocator of significant outages or operations problems which could impact or degrade the collocator's network, switches, or services, with an estimated clearing time for restoral. In addition, AT&T MICHIGAN will provide written notification within 24 hours. When trouble has been identified, AT&T MICHIGAN is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by the collocator.

4.4 Service Coordination - AT&T MICHIGAN is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space - If the Dedicated Space is damaged by fire or other casualty, and (1) the Dedicated Space is not rendered untenantable in whole or in part, AT&T MICHIGAN shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T MICHIGAN has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T MICHIGAN opts not to rebuild, then AT&T MICHIGAN shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T MICHIGAN must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location. Any obligation on the part of AT&T MICHIGAN to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T MICHIGAN.

4.5.2 Damage to Eligible Structure - In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T MICHIGAN's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T MICHIGAN, at its option, may terminate services provided via this appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification - AT&T MICHIGAN will notify the collocator prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the collocator's services. AT&T MICHIGAN will provide such notification to the collocator at least twenty (20) business days before the scheduled start date of such construction activity. AT&T MICHIGAN will inform the collocator as soon as practicable by telephone of all emergency-related activities that AT&T MICHIGAN or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the collocator's equipment. If possible, notification of

any emergency-related activity will be made immediately prior to the start of the activity so that the collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.7 Construction Inspections - During the construction of all forms of physical collocation space required under this appendix, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, collocators will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time AT&T MICHIGAN employees spend traveling and will be based on fifteen (15) minute increments. Rates and Charges are as found in the Pricing Sheet.

5.0 OBLIGATIONS OF THE COLLOCATOR

5.1 Certification - The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. AT&T MICHIGAN shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement.

5.2 Contact Numbers - The Collocator is responsible for providing to AT&T MICHIGAN personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this appendix, the parties will provide the contact numbers included in the application process.

5.3 Trouble Report - Collocator is responsible for making best efforts to provide prompt verbal notification to AT&T MICHIGAN of significant outages or operations problems which could impact or degrade AT&T MICHIGAN's network, switches, or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by AT&T MICHIGAN.

5.4 Removal - The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, AT&T MICHIGAN may remove the abandoned materials and charge the Collocator for any and all claims, expenses, fees, or other costs associated with any such removal by AT&T MICHIGAN, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold AT&T MICHIGAN harmless from the failure to return any such equipment, property or other items.

5.5 Collocator's Equipment and Facilities - The Collocator is solely responsible for the design, engineering, testing, performance, and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:

(A) its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1.1;

(B) its equipment;

(C) required point of termination cross connects in the Dedicated Space; and

(D) the connection cable and associated equipment which may be required within the Dedicated Space(s). AT&T MICHIGAN neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Paragraph. AT&T MICHIGAN neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Paragraph.

5.6 Insurance

5.6.1 Coverage Requirements - Insurance shall be covered by the General Terms and Conditions of the underlining agreement.

5.6.2 Self-Insured - Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, Paragraph 5.6.1, Coverage Requirements, shall immediately apply.

6.0 ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements - AT&T MICHIGAN will make each of the arrangements outlined below available within its Eligible Structures in accordance with this appendix so that collocators will have a variety of collocation options from which to choose:

(A) Caged Physical Collocation - The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T MICHIGAN within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment. AT&T MICHIGAN will provide Physical Land and Building, and Physical Cage Preparation in increments of 100 square feet. Rates and charges are as found in the Pricing Sheet. When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Physical Cage Preparation recurring charge as set forth in the Pricing Sheet. The collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Should the collocator request placement of conduit for fiber optic cable from the pullbox to their cage, the optional nonrecurring charge will apply as set forth in the Pricing Sheet. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 following will apply. If the collocator elects a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in the Pricing Sheet.

(B) Caged Shared Collocation - AT&T MICHIGAN will provide Caged Shared Collocation as set forth in Section 7 entitled "Use By Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in Paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

(C) Caged Common Collocation – AT&T MICHIGAN will provide Caged Common Collocation as set forth in Section 7.1.1.

D) Cageless Collocation – AT&T MICHIGAN will provide in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, AT&T MICHIGAN will provide space in ¼ bay increments, including available space adjacent to or next to AT&T MICHIGAN's equipment. Collocators will have direct access to their equipment 24 hours a day, 7 days a week without need for a security escort. AT&T MICHIGAN will not require Collocators to use an intermediate interconnection arrangement such as a POT frame. AT&T MICHIGAN may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, AT&T MICHIGAN will not provide a Collocator's personnel or agents with direct access to AT&T MICHIGAN's main distribution frame.

(E) Adjacent Space Collocation – Where Physical Collocation space within an AT&T MICHIGAN Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T MICHIGAN will permit Collocators to physically collocate in adjacent controlled environmental vaults or similar structures that AT&T MICHIGAN uses to house equipment, to the extent technically feasible. AT&T MICHIGAN and CLEC will mutually agree on the location of the

designated space on AT&T MICHIGAN premises where the adjacent structure will be placed. AT&T MICHIGAN will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements. AT&T MICHIGAN will offer the following increments of power: AT&T MICHIGAN will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. AT&T MICHIGAN will provide DC power with two cable options which allow increments of 20, 40, 50, 100, 200, and 400 AMPS to the adjacent structure from the Central Office Power source.

At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. AT&T MICHIGAN will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this appendix. Where Physical Collocation space within an AT&T MICHIGAN Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T MICHIGAN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T MICHIGAN's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T MICHIGAN's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this appendix for access to unbundled network elements. The interim rates, subject to true up, established in this appendix for adjacent off-site arrangement apply only if collocator's adjacent offsite is located on a property that is contiguous to or within one standard city block of AT&T MICHIGAN's Central Office or Eligible Structure.

At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T MICHIGAN shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T MICHIGAN's facilities. AT&T MICHIGAN shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

In the event that interior space in an Eligible Structure becomes available, AT&T MICHIGAN will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

(F) Other Physical Collocation Arrangements - AT&T MICHIGAN will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a CLEC seeking collocation in AT&T MICHIGAN's Eligible Structures that such an arrangement is technically feasible.

6.1.1.1 Active/Inactive Space Determination - As provided in Section 6.2.1 of this Appendix, AT&T MICHIGAN shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within 10 days of submission of the completed application. In its notification, AT&T MICHIGAN shall also inform the Collocator if the space available for the requested collocation space will be Active or Other (Inactive) Collocation Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the

notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination. In the event that the Collocator disputes AT&T MICHIGAN's placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. The request shall be submitted to AT&T MICHIGAN's designated representative in writing. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour and shall be conducted no later than seven (7) days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in Section 6.2.1.1 of this Appendix, thereby modifying the time frame requirements in this paragraph.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-Disclosure Agreement," shall be signed by the designated AT&T MICHIGAN representative and the designated agent for the Collocator, who will participate in the tour.

AT&T MICHIGAN will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The AT&T MICHIGAN representative will accompany and supervise the Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T MICHIGAN orally and in writing. The Collocator and AT&T MICHIGAN shall then concurrently prepare a report detailing their findings. The report, along with a request by the Collocator for dispute resolution and requested relief, shall be filed with MPSC within five (5) business days from the date of the inspection tour. The burden of proof shall be on AT&T MICHIGAN to justify the basis for placement of the Collocator's space in Inactive Space. The Commission will use its (expedited) Dispute Resolution Process for resolution of the dispute. If the matter is appealed to the Commission through dispute resolution, the losing party shall reimburse all costs associated with this process.

6.1.2 Security - Protection of AT&T MICHIGAN's equipment is crucial to its ability to offer service to its customers. Therefore, AT&T MICHIGAN may impose the following reasonable security measures on collocators to assist in protecting its network and equipment from harm. AT&T MICHIGAN may impose security arrangements as stringent as the security arrangements AT&T MICHIGAN maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than the other, AT&T MICHIGAN may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999 in CC Docket No. 98-147 (FCC 99-48), AT&T MICHIGAN will not impose more stringent security requirements than these. AT&T MICHIGAN will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of AT&T MICHIGAN's equipment. AT&T MICHIGAN will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with collocators.

(A) Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T MICHIGAN security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T MICHIGAN's own employees and authorized contractors must undergo. AT&T MICHIGAN will not, however, require collocators to receive security training from AT&T MICHIGAN, but will provide information to collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in AT&T MICHIGAN's Technical Publications.

(B) Collocators and AT&T MICHIGAN will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other AT&T MICHIGAN property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the collocators or AT&T MICHIGAN in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the collocators or AT&T MICHIGAN in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T MICHIGAN property:

(a) Theft or destruction of AT&T MICHIGAN's or collocator's property;

(b) Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T MICHIGAN property;

(c) Threats or violent acts against other persons on AT&T MICHIGAN property;

(d) Knowing violations of any local, state or federal law on AT&T MICHIGAN property;

(e) Permitting unauthorized persons access to AT&T MICHIGAN or collocator's equipment on AT&T MICHIGAN property; and

(f) Carrying a weapon on AT&T MICHIGAN property.

In addition, Collocator and AT&T MICHIGAN will take appropriate disciplinary steps as determined by each party to address any violations reported by AT&T MICHIGAN or the collocator of AT&T MICHIGAN's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T MICHIGAN's Interconnector's Collocation Services Handbook for Physical Collocation in Michigan, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

(C) Collocators will provide indemnification as set forth in Paragraph 12 of this appendix and insurance as set forth in Paragraph 5.6 of this appendix to cover any damages caused by the collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T MICHIGAN authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T MICHIGAN as well.

(D) AT&T MICHIGAN may use reasonable security measures to protect its equipment. In the event AT&T MICHIGAN elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T MICHIGAN may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a CLEC be required to pay for both an interior security partition to separate AT&T MICHIGAN's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

AT&T MICHIGAN's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment collocated directly adjacent to AT&T MICHIGAN's equipment. AT&T MICHIGAN's construction of an interior security partition around its own equipment shall not impede a CLEC's ability to collocate within AT&T MICHIGAN's space. To the extent that AT&T MICHIGAN is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T MICHIGAN's expense. AT&T MICHIGAN's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

AT&T MICHIGAN's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T MICHIGAN's equipment cannot include any embedded costs of any other security measures for the Eligible Structure. If AT&T MICHIGAN chooses to enclose its own equipment, AT&T MICHIGAN will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures. AT&T MICHIGAN has the

burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T MICHIGAN cannot prove that other reasonable security methods cost more than an interior security partition around AT&T MICHIGAN's equipment, AT&T MICHIGAN cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment, and then recover the cost from collocators.

If AT&T MICHIGAN elects to erect an interior security partition and recover the cost, it must demonstrate to the collocator that other reasonable security methods cost more than an interior security partition around AT&T MICHIGAN's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

(E) Collocators will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T MICHIGAN will not delay a collocator's entry into an Eligible Structure or access to its collocated equipment. The collocator will provide AT&T MICHIGAN with notice at the time of dispatch of the collocator's own employee or contractor to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. AT&T MICHIGAN will provide collocators with reasonable access to restroom facilities and parking.

6.1.3 Interval

(A) AT&T MICHIGAN will provide physical collocation arrangements in eligible structures on a "first come, first served" basis. To apply for a dedicated space in a particular eligible structure, the collocator will provide a completed physical collocation application form found in AT&T MICHIGAN's Interconnector's Collocation Services Handbook for Physical Collocation in Michigan and will pay an initial application fee. A collocator wishing AT&T MICHIGAN to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, common, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T MICHIGAN to process the application for each of the preferred methods. If a collocator provides adequate information and its preferences with its application, AT&T MICHIGAN would not require an additional application, nor would the collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. Collocators who only wish AT&T MICHIGAN to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if AT&T MICHIGAN is unable to provide the collocator's requested collocation method due to space constraints and the collocator determines that it wishes AT&T MICHIGAN to consider an alternative method of collocation, the collocator would be required to submit an additional application. This would not result in incremental application costs to the collocator as its initial application fee would be returned due to the denial. However, it would restart the collocation intervals. Upon receipt of the collocator's application and initial application fee payment, AT&T MICHIGAN will begin development of the quotation. AT&T MICHIGAN will notify the collocator as to whether its request for collocation space has been granted or denied due to a lack of space within ten (10) days of submission of the completed application.

(B) In responding to an application request, AT&T MICHIGAN shall advise the collocator which of the requested types of physical collocation is available, provide the quotation of the applicable nonrecurring and recurring appendix rates, and the estimated construction interval no later than as specified in 6.1.3 (E) following. AT&T MICHIGAN will not select for the collocator the type of physical collocation to be ordered. The collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and application fee are required.

(C) Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T MICHIGAN will complete

construction of all Active Collocation Space requests for physical collocation in 90 days from the receipt of the collocator's acceptance of the quotation.

The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area.

Unless otherwise mutually agreed to by the parties in writing, in Other (Inactive) Collocation Space, AT&T MICHIGAN will complete construction of requests for physical collocation in 140 days from receipt of the collocator's acceptance of the quotation.

AT&T MICHIGAN will provide a DS1/DS3 Interconnection Arrangement within 5 days after installation of the Collocator's equipment and termination of DC power and completion of interconnection cabling if the Collocator submitted an order with all requisite assignment information with its application for collocation. A collocator may obtain a shorter construction interval than that set forth above by scheduling a meeting with AT&T MICHIGAN at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications. If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Michigan Public Service Commission for determination.

(D) AT&T MICHIGAN will provide reduced intervals for collocators with existing physical collocation space that request the following interconnection augments. The collocator must submit to AT&T MICHIGAN's service center a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Application Fee from the Pricing Sheet and 50% of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or non-shielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required.

The above fifteen (15) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks are existing): 30 calendar days.

- 84 DS1's (one interconnect panel) and/or - 48 DS3's (interconnect panel) and/or
- 200 Copper (shielded or non-shielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement.
- Arrange/install fiber cable through innerduct up to 400 feet

- Arrange/install timing leads up to 400 feet

- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

The above thirty (30) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or non-shielded) Cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): 60 calendar days.

- 168 DS1's (one interconnect panel) and/or

- Greater than 48 DS3's and less than 72 DS3's (interconnection panel) and/or

- 400 Copper (shielded or non-shielded) cable pairs (2 blocks) up to 400 feet

- Power cables added to accommodate greater DC amperage requests within existing power panels.

- AT&T MICHIGAN will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.

- Arrange/install bay lighting front and back up to three (3 bays.

- Arrange and install fiber interconnection to more than 12 fiber pairs and less than 24 fiber pairs up to 400 feet

The above sixty (60) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or non-shielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, AT&T MICHIGAN cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 90 days. AT&T MICHIGAN will work cooperatively with collocators to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

The parties may negotiate intervals for additional standard augments that, after appropriate notice and comment, will be incorporated in to the Appendix. In the event the parties are unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the Appendix.

(E) Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:

Number of Applications by One Collocator	Quotation Interval
1 - 5	10 Business Days
6 - 20	25 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional

applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

A collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with AT&T MICHIGAN at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications.

A collocator may obtain a shorter interval for the return of price quotes for cageless collocation arrangements when submitting 6 or more applications if the collocator files complete applications, including identification of specific rate elements and the applicable rates contained in the appendix, the exact quantity of the rate elements, and an up-front payment of the non-recurring application fee from the Pricing Sheet and schedules a meeting with AT&T MICHIGAN at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocation applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. The shortened intervals are:

Number of Applications by One Collocator	Quotation Interval
6 - 20	20 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.4 Revisions

All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed two months, if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which AT&T MICHIGAN normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, minor revisions will not require that a new interval be established. Examples of minor revisions include: Adding equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the floor space configuration which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable application fees as found in the Pricing Sheet, if the revision is major. No additional application fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

6.2.1 There shall be a rebuttable presumption that space is available for physical collocation in an Eligible Structure. AT&T MICHIGAN shall notify the Collocator in writing as to whether its request for collocation space has been granted or denied due to lack of space within 10 days of submission of the completed application. The notification will also include a possible future space relief date, if applicable. At that time, any charges collected with the application will be returned to the Collocation Applicant.

AT&T MICHIGAN will, at the same time, file a copy of the letter with the Michigan Public Service Commission. In the event of a space exhaustion denial of a Collocator request for collocating, AT&T MICHIGAN shall also concurrently submit the following information both to the Collocator and to the Commission in support of its denial provided under seal and subject to proprietary protections:

1. Central Office Common Language Identifier, where applicable;
2. The identity of the requesting Collocator, including amount of space sought by the Collocator;
3. Total amount of space at the premises;
4. Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of AT&T MICHIGAN's premises, showing:
   a. Space housing AT&T MICHIGAN network equipment, non-regulated services space, and administrative offices;
   b. Space housing obsolete unused equipment;
   c. Space occupied by AT&T MICHIGAN affiliates;
   d. Space which does not currently house AT&T MICHIGAN equipment or administrative offices but is reserved by AT&T MICHIGAN for future use by AT&T MICHIGAN or its affiliates;
   e. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
   f. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
   g. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any;
   h. Planned Central Office rearrangement/ expansion plans, if any; and
   i. Remaining space, if any.
5. Description of other plans, if any that may relieve space exhaustion, including plans showing any adjacent space not technically considered as part of Eligible Structure. Other relevant information requested by the Third Party Reviewer.

6.2.1.1 In the event that AT&T MICHIGAN denies a collocation request, and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or lack thereof. The request shall be submitted to AT&T MICHIGAN's designated representative in writing. The inspection tour shall be scheduled within 5 business days of receipt of the request for a tour.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-disclosure Agreement," shall be signed by the designated AT&T MICHIGAN representative and the designated agent for the Collocator, who will participate in the tour.

AT&T MICHIGAN will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements subject to executing a nondisclosure agreement. AT&T MICHIGAN representative will accompany and supervise the Collocator agent on the inspection tour. The inspection tour shall be conducted no later than 10 days following the filing of the request for the tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the denial of collocation space is unsupportable, the Collocator agent shall promptly so advise AT&T MICHIGAN. The Collocator and AT&T MICHIGAN shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T MICHIGAN reports shall be concurrently served on each other and submitted to the Commission Central Records and to a Third Party Engineer.

The burden of proof shall be on AT&T MICHIGAN to justify the basis for any denial of collocation requests. A Collocator that contests AT&T MICHIGAN's position concerning the denial of a collocation request shall pay 50% of the fee associated with the Third Party Engineer review and

AT&T MICHIGAN shall pay the remaining 50%. A Third Party Engineer shall be assigned on a rotating basis from a list maintained by a neutral third party. The neutral third party shall be selected and the process for Third Party Engineer selection shall be designed by the Commission with input from AT&T MICHIGAN and CLECs. However, until the neutral third party process is in place the list shall be maintained and the Third Party Engineer shall be assigned by the Commission. The Collocator does not have to obtain agreement from AT&T MICHIGAN on the selection of the Third Party Engineer from the list maintained by a neutral third party or the Commission. The Third Party Engineer shall review not only the reports by AT&T MICHIGAN and the Collocator, but shall also undertake an independent evaluation to determine whether collocation space is available in the Eligible Structure. The Third Party Engineer shall examine the factors listed in Section 6.2.1 above, as well as any other factors that are specified elsewhere in this Appendix (e.g., Section 2 definition of "Legitimately Exhausted"), and any other information the Third Party Engineer deems to be relevant to his determination. The Third Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on AT&T MICHIGAN to justify the basis for any denial of collocation requests. After determination by the Third Party Engineer and, if appealed, determination by the Commission, the losing party shall reimburse all costs associated with the Third Party Engineer process.

In the event a third party engineer or the Public Utility Commission determines that space is not available, AT&T MICHIGAN will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

6.2.2 At AT&T MICHIGAN's option in central offices, and at AT&T MICHIGAN's option in other Eligible Structures where physical (including cageless) collocation space is available, or at the collocator's option in CEVs, huts and cabinets where physical collocation space is not available, AT&T MICHIGAN will provide one or more of the alternate types of virtual collocation consistent with the terms of this Appendix to AT&T MICHIGAN under 47 U.S.C. 251 (c) (2) or access to AT&T MICHIGAN's unbundled network elements under 47 U.S.C. 251 (c) (3) of the FTA 96.

6.2.3 AT&T MICHIGAN will make every attempt to provide the Collocator with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

6.2.4 AT&T MICHIGAN will submit to a requesting carrier a report indicating AT&T MICHIGAN's available collocation space in a particular AT&T MICHIGAN Eligible Structure upon request. 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. The report will also include measures that AT&T MICHIGAN is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Business Days
6 - 20	25 Business Days

Should the collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

AT&T MICHIGAN will maintain a publicly available document, posted for viewing on its website, indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to AT&T MICHIGAN, such information will be placed on the website. AT&T MICHIGAN will update the public document on the first day of each month to include all newly available information. To the extent AT&T

MICHIGAN has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that AT&T MICHIGAN is taking to make additional space available for collocation.

6.2.5 AT&T MICHIGAN will apply the same space reservation policies to Collocators as it applies to itself. AT&T MICHIGAN shall permit CLECs to request contiguous space for future expansion if and to the extent it remains available. If CLECs request for contiguous space is denied, AT&T MICHIGAN shall, at the request of CLEC, provide an explanation for such denial. In order to increase the amount of space available for collocation, AT&T MICHIGAN will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon Order of the Commission. In those offices where AT&T MICHIGAN does not have adequate space to meet forecasted collocation demand, AT&T MICHIGAN agrees to remove obsolete unused equipment located in that office necessary to meet forecasted demand in advance of a reasonable request from a CLEC, or Order from the Commission. AT&T MICHIGAN shall reserve space for switching, MDF, and DCS to accommodate access line growth as outlined in Section 2.0 under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

When AT&T MICHIGAN determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the dedicated space to be moved within an eligible structure, to another eligible structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the collocator is required to move its dedicated space or adjacent space collocation structure. AT&T MICHIGAN will notify the resident collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T MICHIGAN will provide the resident collocator(s) with at least 180 days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T MICHIGAN, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T MICHIGAN's reasonable discretion. In addition, a collocator's presence in AT&T MICHIGAN central offices or adjacent space collocation structures should not prevent AT&T MICHIGAN from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. If AT&T MICHIGAN determines that a collocator must relocate due to any of the above reasons, AT&T MICHIGAN will make all reasonable efforts to minimize disruption of the collocator's services. In addition, the costs of the move will be shared equally by AT&T MICHIGAN and the collocator, unless the parties agree to a different financial arrangement.

If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T MICHIGAN shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications Equipment Space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

Unless there are unusual circumstances, AT&T MICHIGAN will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after AT&T MICHIGAN completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to

AT&T MICHIGAN's network or obtain access to AT&T MICHIGAN unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that AT&T MICHIGAN has refused to interconnect with the Collocator, the 180 day deadline shall be extended until AT&T MICHIGAN allows the Collocator to interconnect. AT&T MICHIGAN, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after AT&T MICHIGAN provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T MICHIGAN or obtain access to AT&T MICHIGAN unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T MICHIGAN's network or interconnected to another collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T MICHIGAN's network or obtain access to AT&T MICHIGAN's unbundled network elements, for the purpose of providing this service.

If the Collocator causes AT&T MICHIGAN to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T MICHIGAN the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

In the event that the Collocator cancels its order after AT&T MICHIGAN has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T MICHIGAN has been paid the entire amounts due under this appendix, then in addition to other remedies that AT&T MICHIGAN might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. AT&T MICHIGAN shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. AT&T MICHIGAN may change its billing date practices upon thirty (30) days notice to the Collocator.

6.6.1 Billing for Caged Shared and Caged Common Collocation Arrangements

Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T MICHIGAN shall bill the original collocator for space. However, AT&T MICHIGAN shall bill the other Collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T MICHIGAN for floor space and all other applicable interconnection arrangements.

6.7 Late Payment Charge

In the event that any charge is not paid when due, the unpaid amounts shall bear interest from the due date until paid in accordance with the terms and conditions for late payment set forth in AT&T MICHIGAN's Michigan Intrastate Access Service Appendix.

6.8 Allowances for Interruptions

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to AT&T MICHIGAN's designated contact point and ends when the physical collocation arrangement is operative and reported to the collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of AT&T MICHIGAN if such interruption disrupts AT&T MICHIGAN's services as well as the collocator's services. A credit allowance will be made to the collocator where the interruption is due to the actions o negligence of AT&T MICHIGAN if such interruption only disrupts the collocator's services.

When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

7.0 USED BY OTHER LOCAL SERVICE PROVIDERS

7.1 AT&T MICHIGAN will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, AT&T MICHIGAN may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where AT&T MICHIGAN receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, AT&T MICHIGAN will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each collocator.

7.1.1 AT&T MICHIGAN will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by AT&T MICHIGAN within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided AT&T MICHIGAN with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, AT&T MICHIGAN will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, AT&T MICHIGAN will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.1

7.2 AT&T MICHIGAN will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the pro-rated share (based upon square footage used exclusively or in common) of AT&T MICHIGAN's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with AT&T MICHIGAN utilize a shared collocation cage, AT&T MICHIGAN will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

All collocators, including those who are sub-leasing the caged space, are bound by the terms and conditions of this appendix. The terms contained in Paragraph 6.4 Occupancy, preceding shall continue to apply.

7.3 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T MICHIGAN**,** which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T MICHIGAN.

8.0 FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

8.1.1 The Collocator shall use a dielectric fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber may be provided as an NSCR. AT&T MICHIGAN will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T MICHIGAN that use of such cable will not impair AT&T MICHIGAN's ability to service its own customers or subsequent collocators.

8.1.2 AT&T MICHIGAN shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for AT&T MICHIGAN cable. AT&T MICHIGAN will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where AT&T MICHIGAN also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T MICHIGAN shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T MICHIGAN performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T MICHIGAN shall share the costs incurred by pro-rating those costs using the number of cables to be placed in the entry point by both AT&T MICHIGAN and the Collocator(s) in the first twelve (12) months.

8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T MICHIGAN, and leaving sufficient length in the cable in order for AT&T MICHIGAN to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

A Point of Termination (POT) Frame is not required as the demarcation point. However, the collocator may, at its election, provide its own Point of Termination (POT) Frame either in its dedicated cage space or in the AT&T MICHIGAN-designated area within the Eligible Structure. If the collocator elects not to provide a POT Frame, AT&T MICHIGAN will handoff the Interconnection Arrangement(s) cables to the collocator at their equipment.

9.0 USE OF DEDICATED SPACE

9.1 Nature of Use

The Collocator may locate all equipment used and useful for interconnection to AT&T MICHIGAN under 47.U.S.C. 251 (C) (2) and accessing AT&T MICHIGAN's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. AT&T MICHIGAN will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers, and remote switching modules in AT&T MICHIGAN Eligible Structures. AT&T MICHIGAN may not place any limitations on the ability of collocators to use all the features, functions, and capabilities of collocated equipment, including but not limited to, switching and routing features and functions. The collocator will certify in writing to AT&T MICHIGAN that the equipment is used and useful for interconnection or access to unbundled network elements. In the event that AT&T MICHIGAN believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements, AT&T MICHIGAN shall notify the Collocator and provide Collocator with ten (10) days to respond. In the event that the parties do not resolve the dispute, AT&T MICHIGAN may file a complaint at the Commission seeking a formal determination that the equipment cannot be collocated in an AT&T MICHIGAN Eligible Structure. While the dispute is pending, AT&T MICHIGAN will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

When the collocator's physical collocation arrangement is within the Eligible Structure, the collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T MICHIGAN will provide the necessary back-up power to ensure against power outages.

Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on the AT&T MICHIGAN grounds surrounding the Eligible Structure in which the Dedicated Space is located. The collocator may place signage and markings on the inside of its dedicated space.

9.2 Equipment List

A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Paragraph 10.1 Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of AT&T MICHIGAN**,** which consent shall not be unreasonably withheld.

9.2.1 Subsequent Requests to Place Equipment

The Collocator shall furnish AT&T MICHIGAN a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.2 Limitations

AT&T MICHIGAN's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that AT&T MICHIGAN would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. AT&T MICHIGAN will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T MICHIGAN, its affiliates or other parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary for interconnection to AT&T MICHIGAN or for accessing AT&T MICHIGAN's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. Collocators shall provide AT&T MICHIGAN with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. AT&T MICHIGAN will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T MICHIGAN will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with AT&T MICHIGAN's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2(B) of this Appendix).

9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T MICHIGAN, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.3 AT&T MICHIGAN will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T MICHIGAN and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T MICHIGAN's personnel.

9.4 Threat to Personnel, Network or Facilities

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T MICHIGAN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this appendix.

9.6 Interconnection to Others

Within a contiguous area within the eligible structure, AT&T MICHIGAN will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T MICHIGAN imposes on its own equipment. AT&T MICHIGAN shall not require physical to physical collocators to purchase any equipment or cross-connect capabilities solely from AT&T MICHIGAN itself. If requested by the collocator, AT&T MICHIGAN will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), AT&T MICHIGAN will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T MICHIGAN (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

9.6.1 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T MICHIGAN will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T MICHIGAN imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T MICHIGAN's option, the connection may be made either by AT&T MICHIGAN or by the Collocators' installers, who shall be on AT&T MICHIGAN's list of approved installation vendors.

9.7 Personal Property and Its Removal

In accordance with and subject to the conditions of this appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T MICHIGAN standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Paragraph 9.8 following.

9.8 Alterations

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in

which the Dedicated Space is located without the advance written permission and direction of AT&T MICHIGAN. AT&T MICHIGAN shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T MICHIGAN has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T MICHIGAN provided construction shall be paid by the Collocator in accordance with AT&T MICHIGAN's custom work order process.

10.0 STANDARDS

10.1 Minimum Standards

AT&T MICHIGAN requires that all equipment to be collocated in AT&T MICHIGAN's Eligible Structures meet Level 1 safety requirements as set forth in AT&T document AT&T-TP 76200 but AT&T MICHIGAN may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment. AT&T MICHIGAN may not deny collocation of Collocator's equipment because the equipment fails to meet TP 76200MP reliability standards. AT&T MICHIGAN will publish, at least quarterly, a list of all network equipment installed within the network areas of its facilities with the previous twelve (12) months that fails to meet the Level 1 safety requirements of TP 76200MP, and update the list as needed to keep it current. In the event that AT&T MICHIGAN believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that the Collocator's equipment does not meet TP 76200MP Level 1 safety requirements, the Collocator will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, AT&T MICHIGAN or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

10.2 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with AT&T TP 76200 Level 1 safety requirements, or NEBS Standards except to the extent that AT&T MICHIGAN has deployed the same non-compliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and\or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

10.2.1 Revisions

Within 45 days of approval of this revised appendix by the Public Utility Commission of Michigan, AT&T MICHIGAN shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Michigan and its Technical Publication(s) for Physical Collocation and submit the revised documents to the Commission for approval prior to publication. Any revision to AT&T MICHIGAN's Interconnector's Collocation Services Handbook for Physical Collocation in Michigan, or its Technical Publication(s) for Physical Collocation, shall become effective and thereafter applicable under this appendix immediately upon approval by the Commission. The Handbook and Technical Publication(s) may then subsequently be revised from time to time by joint agreement of AT&T MICHIGAN and all affected Collocators. Where agreement cannot be obtained, AT&T MICHIGAN and the Collocator(s) shall attempt to negotiate a resolution to any disagreements. In the event that AT&T MICHIGAN and the Collocator(s) cannot negotiate a resolution, a change must be approved by the Commission. Such publications will be shared with Collocators.

10.2.2 Dispute Resolution Process is set forth pursuant to the General Terms and Conditions.

11.0 RE-ENTRY

If the Collocator shall default in performance of any appendix provision herein, and the default shall continue for sixty (60) business days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T MICHIGAN may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this appendix will be terminated without prejudice to any other remedies AT&T MICHIGAN might have. AT&T MICHIGAN may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by the

Collocator at any time thereafter. In the event of a dispute between a collocator and AT&T MICHIGAN regarding any bill, AT&T MICHIGAN shall make an investigation as shall be required by the particular case, and report the results to the collocator and, in the event the dispute is not resolved, shall inform the collocator of the complaint procedures of the Commission. A collocator shall not be subject to termination for nonpayment of that portion of the bill under dispute pending the completion of the determination of the dispute. The collocator is obligated to p 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. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation 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, which are 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. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.

12.0 INDEMNIFICATION OF AT&T MICHIGAN

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between AT&T MICHIGAN and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supercede or override the indemnification provisions contained in the interconnection agreement between AT&T MICHIGAN and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Appendix, the provisions in the interconnection agreement will control.

Collocators shall indemnify and hold harmless AT&T MICHIGAN the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against AT&T MICHIGAN where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T MICHIGAN or its employees. The provisions in this section are reciprocal and applicable also to AT&T MICHIGAN.

AT&T MICHIGAN shall, make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T MICHIGAN and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T MICHIGAN and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13.0 SERVICES AND MAINTENANCE

13.1 Operating Services

AT&T MICHIGAN shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 7 days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with this Agreement.

13.2 Maintenance

AT&T MICHIGAN shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space and shall keep the Eligible Structure reasonably free of rodents and other pests.

13.3 Legal Requirements

Except for paragraph 15.3**,** AT&T MICHIGAN agrees to make, at its expense, all changes and additions to the Dedicated Space 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 Dedicated Space.

14.0 AT&T MICHIGAN'S RIGHT OF ACCESS

AT&T MICHIGAN, its agents, employees, and other AT&T MICHIGAN-authorized persons shall have the right to enter collocated space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T MICHIGAN hereunder, and for any other purpose deemed reasonable by AT&T MICHIGAN. AT&T MICHIGAN may access the collocated space for purpose of averting any threat of harm imposed by the collocator or its equipment or facilities upon the operation of AT&T MICHIGAN equipment, facilities and/or personnel located outside of the collocated space; in such case, AT&T MICHIGAN will notify the collocator by telephone of that entry and will leave written notice of entry in the collocated space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15.0 GENERAL

15.1 The rates and charges in this appendix are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this appendix. AT&T MICHIGAN allocates the charges for space preparation and security charges on a pro-rated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay related options.

15.2 Parking at Eligible Structures will be provided on a first come, first served basis if there is no commercial parking or curb side parking available within a reasonable radius of the eligible structure. AT&T MICHIGAN will rent parking spaces to Collocators on a first come, first served basis if such space is available. Collocators may not park in spaces that are reserved for AT&T MICHIGAN vehicles and which are designated as reserved. AT&T MICHIGAN shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks**.** Collocators and AT&T MICHIGAN are required to follow all posted traffic and AT&T MICHIGAN signs and follow all applicable parking and traffic laws and ordinances.

15.3 The rates and charges in this appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.

15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreement.

15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month to month term.

16.0 PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in the Pricing Sheet.

16.2 AT&T MICHIGAN will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work charges (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by AT&T MICHIGAN for other

construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. AT&T MICHIGAN will permit Collocators to review the contractor invoices. To insure efficient use of space, AT&T MICHIGAN will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. AT&T MICHIGAN will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. AT&T MICHIGAN will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.

16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T MICHIGAN, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T MICHIGAN, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

16.4 The collocator may elect to install its own Point of Termination (POT) Frame to be placed in the collocator's cage or in the collocation area.

17.0 CHARGES

17.1 Monthly Charges

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after the Collocator has been notified that the preparation of the Dedicated Space is complete**,** and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have 30 days. The applicable recurring charges are set forth in the Pricing Sheet, for use of the Dedicated Space.

17.2 Nonrecurring Charges

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay AT&T MICHIGAN fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16 Preparation Charges, preceding the commencement of work and fifty (50%)of any Custom Work Charges at the time that 50% of the work is completed.

The remaining portion of any Custom Work charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

AT&T MICHIGAN may seek to impose Individual Case Basis(ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix. ICB charges may only be imposed subject to the requirements defined in Section 2 (Definition of Custom Work Charges) and to the process established in Section 20.1 of this Appendix.

17.4 Outstanding Balances

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

18.0 Unused

19.0 RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS

For interim collocation agreements that were entered into between AT&T MICHIGAN and the Collocator prior to the approval of this appendix, AT&T MICHIGAN and the Collocator shall perform a true-up, without calculation of any interest amounts based upon the appendix charges approved by the Commission. This true-up and any associated payments from either AT&T MICHIGAN or the Collocator to the other shall occur within a reasonable amount of time after the appendix charges become effective, and shall not effect the right of either AT&T MICHIGAN or the Collocator to appeal any Commission order with respect to such appendix proceeding.

20.0 RATE ELEMENTS

20.1 Determination of Charges Not Established in Appendix (Custom Work Charges)

(A) Rate Elements - In the event that AT&T MICHIGAN seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix, AT&T MICHIGAN shall be required to provide the quote for the rate element within the same time frames provided for in Section 6.1.3 of this Appendix. When AT&T MICHIGAN provides the price quote containing rate elements or charges that are not established in this Appendix, AT&T MICHIGAN shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this Appendix.

(B) In the event the Collocator disputes the rate element or charge proposed by AT&T MICHIGAN that is not specifically provided for in this Appendix, Collocator shall notify AT&T MICHIGAN of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of Collocator's notification, then Collocator may file a request for dispute resolution with Central Records of the Commission. In its request, Collocator should provide a copy of AT&T MICHIGAN's price quote, a detailed explanation of the charges in dispute, and Collocator's proposed charges and requested relief. The Commission shall use its Dispute Resolution Rules to resolve the complaint. Any Commission resolution or agreement reached by Collocator and AT&T MICHIGAN after the dispute has been filed with the Commission shall be made public. In the event that the Collocator files a request for dispute resolution with the Commission, the Collocator may seek interim relief pending final resolution of the dispute, subject to true- up of the final rates or charges set by the Commission. The Collocator may use, as a basis for interim relief, any rate approved by another state commission, agreed to by AT&T MICHIGAN with another Collocator, or agreed to by any other incumbent LEC for provision of the same arrangement or work.

20.2 Planning

The Planning fee recovers AT&T MICHIGAN costs incurred to estimate the quotation of charges for the Collocator's request for the physical collocation arrangements. An initial Planning fee will apply to the Collocator's physical collocation request. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T MICHIGAN to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution, will be considered a total revision and result in the reapplication of an initial Planning fee. Rates and charges are as found in the Pricing Sheet.

20.3 Caged Collocation

The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T MICHIGAN within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment. AT&T MICHIGAN will provide floor space (contained in the Physical Land and Building charge), and cage construction (contained in the Physical Cage Preparation charge) in increments of 100 square feet. Rates and charges are as found in the Pricing Sheet. When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Physical Cage Preparation charge as set forth in the Pricing Sheet. The collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 preceding will apply.

If the collocator elects to install, or requests that AT&T MICHIGAN provide and install, a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Price Sheet.

(A) Physical Land and Building Charge

Consists of the following elements which are based on the average cost for AT&T MICHIGAN within Michigan:

- Construction costs
- Operating costs

(B) Physical Cage Preparation Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment and construct the collocation arrangement:

- New floor tile
- General lighting
- House service receptacles
- Electrical panel for lights and receptacles
- Cable slots for routing of power and transmission cables
- Partitioning material
- Doors for the common area and the individual cages

(C) Heating, Ventilating and Air Conditioning

Consists of the elements necessary to provide HVAC within the Eligible Structure and to the collocation arrangement and is based on the heat dissipation required for 10 amps of DC power.

(D) Physical Cable Racking

Consists of the overhead racking contained with the collocation arrangement to support the individual collocation cages.

(E) Physical Grounding

Consists of the ground mesh and cabling necessary to extend the floor ground within AT&T MICHIGAN's central office to the collocation arrangement.

20.3.1 Caged Common Collocation

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by AT&T MICHIGAN within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

Caged Common Collocation space will be provided where space permits when five (5), or more Collocators have provided AT&T MICHIGAN with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, AT&T MICHIGAN will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, AT&T MICHIGAN will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

AT&T MICHIGAN shall provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

AT&T MICHIGAN will provide floor space (contained in the Land and Building Charge), and common cage preparation (contained in the Cage Preparation Charge) in increments of one linear rack foot. The first collocator in AT&T MICHIGAN premises will be responsible only for its pro rata share of the cost of site preparation and security. Charges to each collocator will be based upon the linear foot of rack space used by each collocator. Rates and charges are contained in the Pricing Sheet.

Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

(A) Land and Building

Consists of the following elements which are based on the average cost for AT&T MICHIGAN within Michigan:

- Construction costs

- Operating costs

(B) Cage Preparation Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment and construct the collocation arrangement:

- New floor tile

- General lighting

- House service receptacles

- Electrical panel for lights and receptacles

- Cable slots for routing of power and transmission cables

- Partitioning material

- Door for the common area

(C) Heating, Ventilating and Air Conditioning

Consists of the elements necessary to provide HVAC within the Eligible Structure and to the collocation arrangement and is based on the heat dissipation required for 10 amps of DC power.

(D) Cable Racking

Consists of the overhead racking contained with the collocation arrangement to support the individual collocation cages.

(E) Grounding

Consists of the ground mesh and cabling necessary to extend the floor ground within AT&T MICHIGAN's central office to the collocation arrangement.

20.4 Cageless Collocation

The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T MICHIGAN within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment. AT&T MICHIGAN will provide floor space (contained in the Land and Building Charge), and relay rack space (contained in the Relay Rack Charge), in increments of ¼ of a relay rack. Charges to each collocator will be based upon units of ¼ rack increments used by each collocator.

(A) Land and Building Charge

Consists of the following elements which are based on the average cost for AT&T MICHIGAN within Michigan:

- Construction costs

- Operating costs

(B) Relay Rack Charge

Consists of the cost for the relay rack space occupied for Cageless Collocation.

(C) Heating, Ventilating and Air Conditioning

Consists of the elements necessary to provide HVAC within the Eligible Structure and to the collocation arrangement and is based on the heat dissipation required for 10 amps of DC power.

20.5 Power Consumption – DC Usage

The DC Power charge consists of use of the DC power system, with AC input and AC backup for 40,100, 200, 400, 600, 800 AMPS (redundant) feeder increments. Rates and charges are as found in the Pricing Sheet.

20.6 Power Consumption – AC Usage

The Power Consumption – AC Usage charge consists of the AC energy to provide redundant DC power. Rates and charges are as found in the Pricing Sheet.

20.7 Security Cards

The Security Cards charge consists of a charge for five (5) security access cards. Rates and charges are as found in the Pricing Sheet.

20.8 Interconnection Arrangement Options

Collocators will select one or more of the interconnection arrangements listed below.

20.8.1 DS1 Interconnection Arrangement (DSX or DCS), Each

An AT&T MICHIGAN-provided arrangement of twenty eight (28) DS1 connections per arrangement between the collocator's optional POT Frame or equipment bay and the AT&T MICHIGAN network. This rate element may not be provided by the collocator. Cable and rack arrangements between the optional POT Frame and the collocator's cage space may be provided by the collocator. The collocator will not be permitted access to the AT&T MICHIGAN Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an Adjacent Structure and AT&T MICHIGAN's cross connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Pricing Sheet.

20.8.2 DS3 Interconnection Arrangement (DSX or DCS), Each

An AT&T MICHIGAN-provided arrangement for one (1) DS3 connection per arrangement between the collocator's optional POT Frame or equipment bay and the AT&T MICHIGAN network. This rate element may not be provided by the collocator. Cable and rack arrangements between the option POT Frame and the collocator's cage space may be provided by the collocator. The collocator will not be permitted access to the AT&T MICHIGAN Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an Adjacent Structure and AT&T MICHIGAN's cross connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Pricing Sheet.

20.8.3 Voice Grade Interconnection Arrangement, Each

An AT&T MICHIGAN-provided arrangement that provides one hundred (100) copper connections between the collocator's optional POT Frame or equipment bay and the AT&T MICHIGAN network. This rate element may not be provided by the collocator. Cable and rack arrangements between the optional POT Frame and the collocator's cage space may be provided by the collocator. The collocator will not be permitted access to the AT&T MICHIGAN Main Distribution Frame. Rates and charges are as found in the Pricing Sheet.

20.9 Optical Circuit Arrangement

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to the AT&T MICHIGAN network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the AT&T MICHIGAN Main Distribution Frame. Rates and charges are as found in the Pricing Sheet.

20.10 DC Power Delivery

The DC Power Delivery arrangement is the cable and the cable rack including support and fabrication material. Rates and charges are as found in the Pricing Sheet. For cageless collocation, the collocator is responsible for provisioning the power cable feeds between the AT&T MICHIGAN power source and the Collocator equipment as part of the installation of the Collocator equipment by an AT&T MICHIGAN approved power installation vendor.

20.11 Entrance Fiber Structure Charge

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the AT&T MICHIGAN designated manhole and the cable vault of the eligible structure. Rates and charges Pricing Sheet.

20.12 Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber charge reflects the time interval spent by AT&T MICHIGAN in pulling the Collocator's cable facilities from the AT&T MICHIGAN-designated manhole, through the AT&T MICHIGAN cable vault and through the AT&T MICHIGAN cable support structure to the collocator's equipment. Rates and charges are as found in Pricing Sheet.

20.13 Adjacent On-Site Structure Arrangements

If a collocator elects to provide an adjacent on-site structure as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside an AT&T MICHIGAN Eligible Structure, AT&T MICHIGAN will provide the following sub-elements where space is available and it is technically feasible. Rates and charges for these sub-elements are as found in Pricing Sheet.

- Land Rental, per square foot

20.14 Collocation-to-Collocation Connection

This rate element includes physical-to-physical, cageless-to-cageless, and physical-to-virtual connection options.

(A) Fiber Cable (12 Fibers)

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in Pricing Sheet.

(B) DS1 Cable (28 DS1s)

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are as specified in Pricing Sheet.

(C) Coax Cable (1 DS3)

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure. This rate element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in Pricing Sheet.

(D) Cable Racking and Hole

This rate element provides for the use of cable racking and hole space for the Collocation-to-Collocation connections identified above. This rate element is expressed as a monthly rate and these charges are specified in Pricing Sheet.

APPLICATION OF APPENDIX

This appendix sets forth the terms and conditions for physical collocation arrangements furnished or made available by Michigan Bell Telephone Company d/b/a AT&T MICHIGAN (AT&T MICHIGAN) in the State of Michigan.

The rates and services provided in this appendix are regulated and approved by the Commission in compliance with the Commission's rules and the Federal Telecommunications Act of 1996 ("FTA96").

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21.0 VIRTUAL COLLOCATION

21.1 General Description

This Section of the Access Service Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T MICHIGAN for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251 (c)(2), and for access to AT&T MICHIGAN's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

Virtual Collocation in the Central Office is available for interconnection with AT&T MICHIGAN for the transmission and routing of telephone exchange service and exchange access as well as AT&T MICHIGAN provided UNEs.

Rates for the individual UNEs the Collocator wants to gain access to for virtual collocation purposes can be found in the individual Collocator's Interconnection Agreement with AT&T MICHIGAN.

AT&T MICHIGAN will exercise physical control over any equipment deployed for the purposes of Virtual Collocation.

A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T MICHIGAN within AT&T MICHIGAN's Central Offices is contained in Price Sheet (Rate Elements for AT&T MICHIGAN Central Offices).

21.1.1 Virtual Collocation for Interconnection to AT&T MICHIGAN for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T MICHIGAN-Provided UNEs when the Equipment is Provided by the Collocator.

Virtual Collocation provides for interconnection between AT&T MICHIGAN and the facilities of a virtual Collocator and is available for the transmission and routing of telephone exchange service and exchange access in AT&T MICHIGAN Central Offices and for interconnection with AT&T MICHIGAN-provided UNEs in AT&T MICHIGAN Central Offices.

The rate elements provided in this appendix section are required when Collocators use virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Collocator/AT&T MICHIGAN Interconnection Agreement. Unbundled network elements including associated cross connects are obtained from the Interconnection Agreement between the Collocator and AT&T MICHIGAN. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment and these cross connects are the point at which services provided and purchased from the AT&T MICHIGAN/Collocator Interconnection Agreement begin. Virtually collocated equipment is available as follows:

(A) A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in 22.1.1 (B) below and the equipment conforming to industry safety standards as described in AT&T MICHIGAN's Technical Publication.

(B) The Collocator may locate all equipment used and useful for interconnection to AT&T MICHIGAN under 47.U.S.C. 251 (C) (2) and accessing AT&T MICHIGAN's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. AT&T MICHIGAN will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers, and remote switching modules in AT&T MICHIGAN Eligible Structures. AT&T MICHIGAN may not place any limitations on the ability of collocators to use all the features, functions, and capabilities of collocated equipment, including but not limited to, switching and routing features and functions. The collocator will certify in writing to AT&T MICHIGAN that the equipment is used and useful for interconnection or access to unbundled network elements. In the event that AT&T MICHIGAN believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements, AT&T MICHIGAN shall notify the Collocator and provide Collocator with ten (10) days to respond. In the event that the parties do not resolve the dispute, AT&T MICHIGAN may file a complaint at the Commission seeking a formal determination that the equipment cannot be collocated in an AT&T MICHIGAN Eligible Structure. While the dispute is

pending, AT&T MICHIGAN will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T MICHIGAN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the virtual collocation space shall not create hazards for or cause damage to those facilities, the virtual collocation space, or the Eligible Structure in which the virtual collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the virtual collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this appendix.

AT&T MICHIGAN requires that all equipment to be collocated in AT&T MICHIGAN's Eligible Structures meet Level 1 safety requirements as set forth in AT&T document TP 76200, but AT&T MICHIGAN may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment. AT&T MICHIGAN may not deny collocation of Collocator's equipment because the equipment fails to meet AT&T TP 76200 reliability standards. AT&T MICHIGAN will publish, at least quarterly, a list of all network equipment installed within the network areas of its facilities within the previous twelve (12) months that fails to meet the Level 1 Safety requirements of AT&T TP 76200, and update the list as needed to keep it current.

In the event that AT&T MICHIGAN believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that the Collocator's equipment does not meet TP 76200MP Level 1 Safety requirements, the Collocator will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, AT&T MICHIGAN or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

(C) A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T MICHIGAN chooses to have its personnel present when the CLEC equipment is installed, then AT&T MICHIGAN's presence will be at its own expense. However, if AT&T MICHIGAN demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T MICHIGAN.

21.1.2 Federal Telecommunications Act of 1996

AT&T MICHIGAN provides virtual collocation for interconnection to AT&T MICHIGAN for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251(c)(2), and for access to AT&T MICHIGAN's unbundled network elements pursuant to 47 U.S.C. §251(c)(3).

21.2 Provisioning

AT&T MICHIGAN will designate the location or locations within its wire centers for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office space for the use of Collocators.

Virtual Collocation is available for the direct connection of one Collocator-provided facility to a different interconnected provided facility within the same AT&T MICHIGAN wire center provided the Collocator is interconnected with AT&T MICHIGAN's network.

AT&T MICHIGAN will provide Virtual Collocation for comparable equipment as it provides to itself in the central office.

21.3 Collocator Responsibilities

The customer will provide, under this section of the appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T MICHIGAN UNEs. The customer will, at its expense, provide the following:

- All plug-ins and/or circuit packs (working, spare, and replacements),
- All unique tools and test equipment,
- Any ancillary equipment and cabling used for remote monitoring and control,
- Any technical publications and updates associated with all Collocator-owned and provided equipment,

The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plugins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T MICHIGAN property. Suitable replacements are to be immediately provided to AT&T MICHIGAN to restore equipment. The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to the AT&T MICHIGAN central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

21.4 Cooperative Responsibilities

AT&T MICHIGAN will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

- Placement of Collocator's fiber into the central office vault,
- Location and completion of all splicing,
- Completion of installation of equipment and facilities,
- Removal of above facilities and equipment,
- To the extent known, the Collocator can provide forecasted information to AT&T MICHIGAN on anticipated additional Virtual Collocation requirements,
- To the extent known, the Collocator is encouraged to provide AT&T MICHIGAN with a listing of the equipment types that they plan to virtually collocate in AT&T MICHIGAN central offices. This cooperative effort will insure that AT&T MICHIGAN personnel are properly trained on Collocator equipment.

21.5 Installation of Virtual Collocation Equipment

AT&T MICHIGAN does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

AT&T MICHIGAN will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

The Collocator and AT&T MICHIGAN must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T MICHIGAN will cooperatively test the collocated equipment and facilities with the Collocator.

21.6 Equipment Provisioning

The Collocator will arrange to deliver to the AT&T MICHIGAN central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

AT&T MICHIGAN does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

21.7 Repair of Equipment

Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, AT&T MICHIGAN may perform necessary repairs without prior notification. The labor rates specified in Pricing Sheet that apply to AT&T MICHIGAN central offices are applicable for all repairs performed by AT&T MICHIGAN on the Collocator's facilities and equipment.

When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T MICHIGAN with the location and identification of the equipment and a detailed description of the trouble.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T MICHIGAN will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

21.8 Maintenance of Equipment

The Collocator will request any and all maintenance by AT&T MICHIGAN on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T MICHIGAN with the location and identification of the equipment and a detailed description of the maintenance requested.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T MICHIGAN will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

21.9 Alarm Collection

The Collocator has the ability to purchase its own remote monitoring and alarming equipment. If the Collocator prefers AT&T MICHIGAN to perform this function, it may elect to provision this arrangement under AT&T MICHIGAN's Access Service Appendix. If the Collocator purchases this equipment, it must be identical to equipment specified in Section 25.5.1 of AT&T MICHIGAN's Access Service Appendix.

Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T MICHIGAN will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

21.10 Termination of Virtual Collocation

Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T MICHIGAN to remove the Collocator's equipment and facilities from AT&T MICHIGAN property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. AT&T MICHIGAN is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within 30 business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. AT&T MICHIGAN shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T MICHIGAN will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T MICHIGAN or its contractors during the removal process. However, Collocators will indemnify and hold AT&T MICHIGAN harmless for any damage done to virtually collocated equipment if AT&T MICHIGAN permits the Collocator to hire an AT&T MICHIGAN approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T MICHIGAN and stored in a non-AT&T MICHIGAN location, at the expense of the Collocator.

Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days, AT&T MICHIGAN may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T MICHIGAN and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T MICHIGAN instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

21.11 Unused Section

21.12 Dispute Resolution Process for Revisions or Implementation of Technical Publications

Disputes that cannot be resolved by the parties regarding revisions to or implementation of AT&T MICHIGAN technical publications that apply to virtual collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

21.13 Rate Regulations

This section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T MICHIGAN and for Access to AT&T MICHIGAN provided UNEs when the Collocator provides the equipment.

There are two types of rates and charges that apply to the various rate elements for Virtual Collocation for interconnecting to AT&T MICHIGAN and for Access to AT&T MICHIGAN provided UNEs. These are nonrecurring charges and monthly recurring rates.

Rates and charges specific to Virtual Collocation for interconnection with AT&T MICHIGAN for the transmission and routing of telephone exchange service and exchange access, and for access to AT&T MICHIGAN provided UNEs in AT&T MICHIGAN Central Offices are set forth in Pricing Sheet.

21.13.1 Rate Elements for AT&T MICHIGAN Central Offices

Consistent with provisions in Section 22.1.1, the following provides a list of the specific rate elements for virtual collocation for interconnection with AT&T MICHIGAN for the transmission and routing of telephone exchange service and exchange access, and for access to AT&T MICHIGAN provided UNEs to be used in conjunction with virtual collocation in AT&T MICHIGAN Central Offices.

(A) Planning

This fee recovers AT&T MICHIGAN costs incurred to estimate the quotation of charges for the Collocator's request for a virtual collocation arrangement. The Planning fee also provides for AT&T MICHIGAN personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a virtual collocation arrangement or the addition of cable. The subsequent charge will apply to any additional interconnection arrangements. Charges for this sub-element are specified in Pricing Sheet.

Upon acceptance of the AT&T MICHIGAN estimate by the Collocator, this fee also provides for project management costs incurred by AT&T MICHIGAN expressed as a non-recurring charge. These include AT&T MICHIGAN engineering which is the detail engineering changes for AT&T MICHIGAN engineers to prepare the Central Office for Virtual Collocation. The subsequent charge will apply to any additional interconnection arrangements. Charges for this sub-element are specified in Pricing Sheet.

(B) Land and Building

This sub-element provides for the "occupancy" cost per ¼ bay framework associated with using the floor space in AT&T MICHIGAN central offices expressed as a monthly rate. Charges for this sub-element are specified in Pricing Sheet.

(C) Relay Rack

This sub-element provides the "occupancy" cost per ¼ rack associated with using relay rack space in AT&T MICHIGAN's central offices expressed as a monthly rate. Charges for this sub-element are specified Pricing Sheet.

(D) HVAC

This sub-element provides the cost for the HVAC system used to dissipate heat generated by the DC Power Consumption on a per 10 DC Amp basis. Charges for this sub-element are specified in Pricing Sheet.

(E) Entrance Fiber

This sub-element provides for AT&T MICHIGAN pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Collocator/AT&T MICHIGAN Interconnection Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix).

(F) Power Delivery

This sub-element only accounts for the cost of the overhead racking necessary to support the power cables for the virtually collocated equipment. The collocator is responsible for provisioning the cable between the Battery Distribution Fuse Bay ("BDFB") and the equipment as part of the installation of the equipment by an authorized contractor.

(G) Power Consumption

(1) DC Power Per Amp

The DC power charge consists of use of the DC power system, with AC input and AC backup for up to a 50 AMP (redundant) feeder power circuit expressed as a monthly rate. Charges for this sub-element are specified in Pricing Sheet.

(2) AC Power Per Amp

This sub-element provides for the monthly rate for AC Power Usage to provide redundant DC power to the virtually collocated equipment. Charges for this sub-element are specified in Pricing Sheet.

(H) Voice Grade Interconnection Arrangement

This sub-element provides for the cost associated with providing 100 voice grade pairs between the AT&T MICHIGAN Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified Pricing Sheet.

(I) DS-1 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing 28 DS-1 circuits between AT&T MICHIGAN's DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a nonrecurring charge and a monthly rate. Charges for this sub-element are specified in Pricing Sheet. This includes the DS1-Port connecting to the virtual collocation arrangement.

(J) DS-1 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing 28 DS-1 circuits between AT&T MICHIGAN's DSX functionality purchased from the Collocators interconnection agreement and the virtually

collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified Pricing Sheet.

(K) DS-3 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing one DS-3 circuit between AT&T MICHIGAN's DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a nonrecurring charge and a monthly rate. Charges for this sub-element are specified in Pricing Sheet.

(L) DS-3 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing one DS-3 circuit between AT&T MICHIGAN's DSX functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a nonrecurring charge and a monthly rate. Charges for this sub-element are specified in Pricing Sheet.

(M) Fiber Interconnection Arrangement

This sub-element provides for the cost associated with providing 12 fibers between AT&T MICHIGAN's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in Pricing Sheet.

(N) Collocation-to-Collocation Connection

This rate element includes virtual to virtual and virtual to physical connection options.

(1) Fiber Cable

This sub-element provides for direct cabling using fiber cable (12 fibers) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in Pricing Sheet.

(2) DS1 Cable (28 DS1s)

This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in Pricing Sheet.

(3) DS3 Cable (1 DS3)

This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in Pricing Sheet.

(O) Equipment Maintenance and Security Escort

This rate element is a labor rate charged by AT&T MICHIGAN to the Collocator for ongoing maintenance of and security escorts to the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified in Pricing Sheet.

21.13.2 Rates and Charges – Virtual Collocation found in Pricing Sheet.

Appendix - Directory Assistance Listing Information (DALI)

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1.0 Introduction

1.1 The prices at which AT&T MICHIGAN agrees to provide CLEC with Directory Assistance Listing Information (DALI) are contained in the applicable Pricing Schedule.

2.0 General Terms and Conditions

2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain AT&T MICHIGAN's database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of AT&T MICHIGAN's telephone exchange service subscribers located in the State of Michigan. DALI shall also include updates. AT&T MICHIGAN shall use commercially reasonable efforts to provide CLEC with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of Michigan and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in Michigan who have not objected to disclosure of such information in accordance with applicable law.

2.2 Where technically feasible, AT&T MICHIGAN will provide Dialing Parity Directory Listings in AT&T MICHIGAN (herein after collectively referred to as DAL):

2.2.1 AT&T MICHIGAN owns and maintains the database containing directory assistance listing information.

2.2.2 Inasmuch as AT&T MICHIGAN provides DA service under contract for other Telecommunications Carriers, AT&T MICHIGAN's database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.

2.2.3 AT&T MICHIGAN agrees to provide DALI under the following terms and conditions:

2.2.3.1 The data will be received from AT&T MICHIGAN 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, AT&T MICHIGAN shall provide DALI to CLEC in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld.

2.2.5 On a daily basis, AT&T MICHIGAN shall provide updates. Updates shall be current as of the provision date.

2.2.6 Upon request, AT&T MICHIGAN 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.

3.0 Unbundled Network Element

3.1 Subject To The Intervening Law Requirements In the General Terms and Conditions the Parties agree that, in accordance with the requirements of MPSC rulings, AT&T MICHIGAN shall provide DALI to CLEC as an unbundled Network Element.

4.0 Use of Directory Assistance Listing Information

4.1 CLEC 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 CLEC with the stated intention that no successor agreement will be entered into, CLEC shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by AT&T MICHIGAN, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative 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 CLEC'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, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

5.0 Intentionally Left Blank

6.0 Pricing

6.1 Rates for DALI are contained in the Pricing Schedule.

7.0 Assignment

7.1 CLEC 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.

8.0 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.

APPENDIX - DIRECTORY ASSISTANCE SERVICES

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1.0 Introduction

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC provided by AT&T MICHIGAN.

2.0 Services

2.1 All DA Services described herein shall be provided in accordance with Applicable Law.

2.2 Where technically feasible and available, AT&T MICHIGAN will provide the following DA Services when a CLEC end user customer served dials 411, 1-411, or 555-1212 regardless of whether CLEC also requests OS from AT&T MICHIGAN

2.2.1 Local Directory Assistance - Consists of providing published name, address and telephone number to the dialing end user customer.

2.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user customer, utilizing an automated voice system or with operator assistance.

2.2.3 National Directory Assistance (NDA) - A service whereby callers may request DA outside their LATA or local calling area for any listed telephone number in the United States.

2.2.4 Reverse Directory Assistance (RDA) - An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

2.2.5 Business Category Search (BCS) - Where available, a service in which the end user customer may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.0 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.

4.0 Call Branding

4.1 Where technically feasible and/or available, AT&T MICHIGAN will brand DA Services based upon the criteria outlined.

4.1.1 Where AT&T MICHIGAN is only providing DA Services on behalf of CLEC, the calls will be branded. When the same trunk group is used to provide OS and DA services to CLEC, calls will be branded at CLEC’s request with the same brand. There may be separate brands where separate trunk groups are utilized.

4.1.2 Branding Load Charges

4.1.2.1 Branding load charges are included in the Pricing Schedule.

5.0 Directory Assistance (DA) Rate/Reference Information

5.1 If CLEC elects to use DA Services where technically feasible and/or available, AT&T MICHIGAN will provide CLEC DA Rate/Reference Information, based upon the criteria outlined below:

5.1.1 CLEC will furnish DA Rate and Reference Information in accordance with 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 CLEC will inform AT&T MICHIGAN, 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. CLEC acknowledges that it is responsible to provide AT&T MICHIGAN 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 Operating Company Number (OCN) for loading of CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's DA Services Rate or Reference Information subject to the requirements herein.

5.2 When an AT&T MICHIGAN Operator receives a rate request from a CLEC end user customer, AT&T MICHIGAN will quote the applicable DA rates as provided by CLEC.

6.0 Responsibilities of the Parties

6.1 CLEC will provide AT&T MICHIGAN at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.

6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T MICHIGAN Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from AT&T MICHIGAN, CLEC 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 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.

6.3 CLEC will furnish to AT&T MICHIGAN a completed OSTQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.4 CLEC will provide AT&T MICHIGAN updates to the OSTQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.5 CLEC will send the DA listing records to AT&T MICHIGAN for inclusion in AT&T MICHIGAN DA database via electronic gateway.

6.6 CLEC agrees that AT&T MICHIGAN may utilize CLEC's end user customer's listings contained in AT&T MICHIGAN directory assistance database in providing AT&T MICHIGAN Directory Assistance or DA related services.

6.7 CLEC further agrees that AT&T MICHIGAN can release CLEC's directory assistance listings stored in AT&T MICHIGAN Directory Assistance database to competing providers.

7.0 Methods and Practices

7.1 AT&T MICHIGAN will provide DA Services to CLEC's end user customers in accordance with AT&T MICHIGAN 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.

8.0 Pricing

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

9.0 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. 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 AT&T MICHIGAN's DA operators.

10.0 Term of Appendix

10.1 CLEC must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. CLEC may terminate use of AT&T MICHIGAN's DA Services one hundred twenty (120) days advance written notice to AT&T MICHIGAN any time after CLEC has used such DA Services for the twelve (12) month minimum period, inclusive of the notice period.

10.2 If CLEC terminates use of AT&T MICHIGAN's DA Services without complying with Section 10.1 above, CLEC shall pay AT&T MICHIGAN, within thirty (30) days of the issuance of a final bill by AT&T MICHIGAN, all amounts due for actual services provided under this Appendix.

APPENDIX - INWARD ASSISTANCE OPERATOR SERVICE (INW)

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1.0 Introduction

1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services provided by AT&T MICHIGAN to CLEC.

1.2 The prices at which AT&T MICHIGAN agrees to provide CLEC Inward Assistance Operator Services are contained in the Pricing Schedule

2.0 Services

2.1 Where technically feasible and available, AT&T MICHIGAN's Inward Assistance Operator 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 CLEC is not purchasing AT&T MICHIGAN's Operator Services.

3.0 Definitions

3.1 "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.

4.0 Responsibilities of the Parties

4.1 If CLEC decides to order this optional service, it is the responsibility of CLEC to order the necessary facilities to interconnect with AT&T MICHIGAN's Operator assistance switches in the various locations throughout the AT&T MICHIGAN territory.

4.2 Initial and/or additional interconnection trunking requirements for INW are described in Appendix NIM.

4.3 CLEC will furnish request for service in writing to AT&T MICHIGAN, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T MICHIGAN.

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 AT&T MICHIGAN - When utilizing the services of CLEC Inward Assistance, AT&T MICHIGAN and CLEC agree that AT&T MICHIGAN will pay CLEC at the same rate CLEC compensates AT&T MICHIGAN pursuant to the terms of this Appendix.

4.6 AT&T MICHIGAN shall offer operator-to-operator BLV/BLVI to CLEC on a nondiscriminatory basis.

5.0 Toll Center Codes

5.1 Toll Center Codes will be used by CLEC Operators for routing and connecting to the AT&T MICHIGAN Operator assistance switches. These codes are specific to the various AT&T MICHIGAN LATA's where AT&T MICHIGAN Operator assistance switches are located.

5.2 AT&T MICHIGAN Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the AT&T MICHIGAN Operator to the CLEC Operator on an Inward basis.

5.3 If CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6.0 Pricing

6.1 AT&T MICHIGAN - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the Pricing Schedule.

7.0 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 AT&T MICHIGAN will accumulate and provide CLEC such data as necessary for CLEC to bill its end user customers.

8.0 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.

9.0 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 CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay AT&T MICHIGAN, within thirty (30) days of the issuance of any bills by AT&T MICHIGAN, all amounts due (subject to the General Terms and Conditions)for actual services provided under this Appendix.

9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Schedule.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX - NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

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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 physical paths 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.

1.0 Network Interconnection Methods

1.1 Upon request by CLEC, AT&T MICHIGAN shall provide interconnection for the facilities and equipment of CLEC with AT&T MICHIGAN's network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible point within AT&T MICHIGAN's network. The interconnection must be at least equal in quality to that provided by AT&T MICHIGAN to itself or to any subsidiary, Affiliate, or any Third Party to which AT&T MICHIGAN provides Interconnection. AT&T MICHIGAN 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 In accordance with the requirements of this Agreement, 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 CLEC determines to establish new or change existing Interconnection arrangements with AT&T MICHIGAN, it will provide written notice of the need to establish or change such Interconnection to AT&T MICHIGAN. Upon receipt of CLEC'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 either Party deploys additional Tandems and/or End Office switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional switches in such LATA, the Parties will work cooperatively to establish such Interconnection.

1.5 AT&T MICHIGAN'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. AT&T MICHIGAN's network architecture in any given LATA can vary markedly from another LATA. CLEC and AT&T MICHIGAN agree to trunk their networks through existing and/or new Interconnection facilities between CLEC switch(es) and AT&T MICHIGAN End Office(s) and/or Tandem switch(es).

1.6 The physical architecture plan has included or will, at a minimum, include the location of CLEC's switch(es) and AT&T MICHIGAN'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 The Parties will designate Points of Interconnection for demarcation of the Parties' networks for purposes of maintenance and provisioning. AT&T MICHIGAN will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. CLEC will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

2.0 Physical Architecture

2.1 The Parties agree that Fiber Meet, as defined in this Appendix, is one of the methods of interconnection available to the CLEC. The parties further agree that, if such is not in place on the Effective Date of this Agreement, the interconnection 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 interconnection trunks. CLEC is solely responsible, including financially, for the facilities that carry 911, HVCI, OS/DA, Third Party and Meet Point Trunk Groups.

2.2 As noted above, where a Fiber Meet architecture is not feasible or agreed upon, alternatives 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 may include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

2.4 The Parties agree to establish new or change existing POIs as the need arises as determined by CLEC. At CLEC's request, the Parties agree to meet as often as necessary to negotiate the implementation of the new or changed POIs. Criteria to be used in determining the need for a new POI or to change an existing POI, for each LATA, include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. The POI will be documented and distributed to both Parties.

2.5 Each Party is financially responsible for providing all of the facilities/trunks and engineering on its respective side of the POI and may utilize any method of Interconnection described in this Appendix, except as set forth below. 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 in the operating territory within the LATA on AT&T MICHIGAN's network where AT&T MICHIGAN operates as an incumbent LEC and CLEC has a local switch and end user customers in that AT&T MICHIGAN operating territory.

2.6 Should CLEC wish to interconnect a switch or switches that are physically located outside of the AT&T MICHIGAN operating territory and not serving AT&T MICHIGAN rate centers, then the terms and conditions of that Interconnection shall be established separately from this Interconnection Agreement, either by a LEC to LEC Traffic Termination Agreement, or by purchasing facilities from the applicable AT&T MICHIGAN's Access Tariff, or as otherwise mutually agreed.

2.7 CLEC will designate the POI or POIs and determine the method or methods by which the Parties interconnect. CLEC may, at its discretion, establish a single POI in each LATA in which it originates local or IntraLATA toll traffic.

2.7.1 Intentionally Omitted

2.7.2 Tandem Level Terminating Interconnection. CLEC will establish Local Interconnection Trunk Groups to each AT&T MICHIGAN Local Only Tandem, Local/Access Tandem and Combined Tandem where it homes its codes in a LATA in which CLEC originates Local Interconnection Traffic and interconnects with AT&T MICHIGAN.

3.0 Methods of Interconnection

3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a 3rd Party to an AT&T MICHIGAN Tandem or End Office and wishes to place its own transport terminating equipment at that location, CLEC may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a 3rd Party to an AT&T MICHIGAN Tandem or End Office and wishes for AT&T MICHIGAN to place transport terminating equipment at that location on CLEC's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Central Office Interconnection Without Collocation

3.3.1 When CLEC does not wish to collocate transport terminating equipment at an AT&T MICHIGAN Tandem or End Office, CLEC may self provision deploy third party interconnection facilities, or lease existing Entrance Facilities, as defined in Section 3.4.1 of this Appendix, from AT&T MICHIGAN. An Entrance Facility is existing if, at the time of the CLEC request, the facility is present in AT&T's network and available for use as an Entrance Facility and no special construction is required.

3.4 Entrance Facilities

3.4.1 Entrance Facilities are the transmission facilities (typically wires or cables) that connect CLECs' networks with ILECs' networks for the mutual exchange of traffic. These Entrance Facilities connect CLEC's network from CLEC's Switch or POP within the LATA to the AT&T MICHIGAN office within that LATA to establish a Point of Interconnection ("POI") within the AT&T MICHIGAN Serving Wire Center for CLEC's Switch or POP for the transmission of telephone exchange service and exchange access service. Entrance Facilities may be utilized in connection with the interconnection methods described in Section 3.1, 3.2, and 3.3.

3.4.2 AT&T MICHIGAN shall provide CLEC access to existing Entrance Facilities at the rates set forth in the Pricing Schedule when used solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service. AT&T MICHIGAN shall have no obligation to provide Entrance Facilities at Section 251(c)(2) rates when they are used for purposes of LEC/CMRS interconnection.

3.4.3 CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between CLEC's customer and CLEC's switch, or to carry traffic to and from its own end user customers). In addition, Entrance Facilities may not be utilized for 911, OS/DA, HVCI, Third Party and Meet Point Trunk Groups.

3.4.4 CLEC must request that AT&T MICHIGAN perform conversions for reclassifications of the wholesale service or group of wholesale services to the rates referenced in the Pricing Schedule. Upon receipt of a written request, AT&T MICHIGAN shall perform such requested conversions promptly and without any charge to CLEC other than record change charges.

3.4.5 Pricing Schedules. The rates for DS1 and DS3 Entrance Facilities used for interconnection shall be the same as the rates established by the Commission for those Section 251(c)(3) facilities. Rates for Entrance Facilities, including mileage where appropriate, are found in the Pricing Schedule.

3.4.6 AT&T MICHIGAN may audit CLEC's compliance with the use of Entrance Facilities for interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Michigan with the conditions set forth in Sections 3.4.1-3.4.3 above ("Entrance Facility Requirements"). Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the use of Entrance Facilities for interconnection purposes in accordance with this Section 3.4. "Annual basis" shall mean a consecutive 12-month period beginning upon AT&T MICHIGAN's written notice that an audit will be performed for Michigan.

3.4.7 To invoke its limited right to audit, AT&T MICHIGAN will send a Notice of Audit to CLEC identifying examples of Entrance Facilities for which AT&T MICHIGAN alleges non-compliance and the cause upon which AT&T MICHIGAN rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which AT&T MICHIGAN establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC no less than thirty (30) calendar days prior to the date upon which AT&T MICHIGAN seeks to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such audit may not be substantially dependent upon either Party for work.

3.4.8 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Entrance Facility Requirements. The independent auditor's report will conclude whether CLEC complied in all material respects with the Entrance Facility Requirements. 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.

3.4.9 AT&T MICHIGAN shall provide CLEC with a copy of the independent auditor's report within two (2) business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a

dispute directly to the Michigan Commission. Prior to bringing a dispute to the Commission under this section, however, CLEC shall provide notice of the dispute to AT&T MICHIGAN so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC, and CLEC may not initiate a dispute resolution proceeding at the Commission until after expiration of this fourteen (14) day period.

3.4.10 The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Entrance Facility Requirements, CLEC must true-up any difference in payments paid to AT&T MICHIGAN and the rates and charges CLEC would have owed AT&T MICHIGAN beginning from the date that the noncompliance of the Entrance Facility Requirements, in whole or in part, began. CLEC shall submit orders to AT&T MICHIGAN to either convert all noncompliant Entrance Facilities to the equivalent or substantially similar wholesale service or disconnect non-compliant facilities. Conversion and/or disconnect orders shall be submitted within 45 days of the date on which CLEC receives a copy of the auditor's report, and CLEC shall begin paying the trued-up and correct rates and charges for each converted Entrance Facility beginning with the next billing cycle following AT&T MICHIGAN's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the 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.

3.4.11 With respect to any noncompliant Entrance Facility for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 45-day time period, AT&T MICHIGAN may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant Entrance Facility to an equivalent or substantially similar wholesale service, or group of wholesale services. AT&T MICHIGAN will take reasonable steps to avoid disruption to CLEC's customers' service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any Entrance Facility for any period in which the Entrance Facility does not meet the requirements. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T MICHIGAN and AT&T MICHIGAN shall retain any disputed amounts already paid by CLEC.

3.4.12 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 AT&T MICHIGAN 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 AT&T MICHIGAN in an amount that is in direct proportion to the number of circuits found to be non-compliant. The CLEC reimbursement in this Section 3.4.12 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's finding of noncompliance.

3.4.13 To the extent the auditor's report concludes that CLEC complied with the requirements for all Entrance Facilities that were audited, AT&T MICHIGAN must reimburse CLEC for all of its reasonable costs associated with the audit.

3.4.14 AT&T MICHIGAN can seek such an audit for any particular Entrance Facility for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the Entrance Facility was within the scope of such prior audit as stated in the independent auditor's report and (ii) the twenty-four (24) month period immediately preceding the date of notice of such audit is provided to CLEC, but in any event not prior to the date the circuit was established.

3.4.15 If this Agreement does not elsewhere contain a limitation on back-billing, then back-billing pursuant to Sections 3.4.6 – 3.4.14 is limited to two years prior to the date of the Notice of Audit.

3.5 Fiber Meet Interconnection

3.5.1 Intentionally Omitted

3.5.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described herein. 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.

3.5.3 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.

3.5.4 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T MICHIGAN will provide and bear the financial cost of providing any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide and bear the financial cost of providing any DS1 multiplexing required facilities for trunking at its end.

3.5.4.1 AT&T MICHIGAN shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each AT&T MICHIGAN 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.

3.5.4.2 CLEC shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each CLEC 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.

3.5.4.3 CLEC and AT&T MICHIGAN will each provide two fibers between their locations. AT&T MICHIGAN will provide the fibers associated with the "working" side of the system to the CLEC's designated entrance point. CLEC 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. CLEC will provide fiber cable to the last entrance (or AT&T MICHIGAN designated) manhole at the AT&T MICHIGAN Tandem or End Office building. AT&T MICHIGAN shall make all necessary preparations in the manhole to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide sufficient length of fiber cable for AT&T MICHIGAN to pull through to the AT&T MICHIGAN cable vault. 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 AT&T MICHIGAN designated manhole location

3.5.5 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.

3.5.6 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.

3.6 Other Interconnection Methods

3.6.1 AT&T shall provide any other technically feasible methods of interconnection consistent with 47 CFR§ 51.321 (a) and (b) and other applicable law.

4.0 Intentionally Omitted

5.0 Intentionally Omitted

6.0 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.

7.0 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 CLEC will establish other Interconnection trunk groups as may be required for the exchange of other traffic.

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.

7.2 Technical Interfaces

7.2.1 When interconnecting at AT&T MICHIGAN’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.

7.2.2 The Parties agree to provide trunking electrical handoffs of DS1 or DS3 levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, AT&T MICHIGAN will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

8.0 Trunking

8.1 AT&T MICHIGAN deploys in its network Tandems that switch Section 251(b)(5) and ISP-Bound Traffic (Local Only Tandems) Tandems that switch Section 251(b)(5), ISP-Bound, IntraLATA, InterLATA, and/or OS/DA traffic (Combined Tandems), Tandems that switch Section 251(b)(5), ISP-Bound Traffic, IntraLATA, and InterLATA traffic (Local/Access Tandems) and OS/DA traffic (Operator Only Tandems); 911 Tandems; and Public Response HVCI/Mass Calling Network Access Tandems. 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 CLEC may elect to utilize either One-Way or Two-way trunking for a given trunk group. 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 trunk

group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in the Trunk Data Exchange section below.

8.2.1 Relative Use Factor (RUF). The provider of a two-way trunk facility will share the cost of such trunk transmission facility with the other Party by applying a relative use factor ("RUF") determined pursuant to the requirements of this Section 8.2.1 and Section 8.2.2. The charge to the other Party shall be calculated by applying the RUF in effect between the Parties for the billing period in question. As of the Effective Date of this Agreement, the provider of a two-way trunk facility will share the cost of the two-way trunk facility by assuming an initial RUF ("Initial RUF") of fifty percent (50%). This Initial RUF shall continue in effect for both bill reduction and payments until the Parties have agreed upon a new RUF in accordance with the requirements of Section 8.2.2. The Parties specifically acknowledge that, in calculating any RUF pursuant to this Section, they shall include ISP traffic exchanged on the two-way trunk facility facilities.

8.2.2 Adjusted RUF. If either Party demonstrates that actual minutes of use during the most recent calendar month justify a RUF different than the one in effect (i.e., demonstrate that the traffic balance is not 50% between the Parties), the Parties will meet at the request of either Party to update and implement a new RUF ("Adjusted RUF") reflecting the actual accumulated minutes of use during the most recent calendar month. If the Parties cannot agree on an Adjusted RUF within thirty (30) days following initiation of negotiations therefore, either Party may immediately invoke the dispute resolution provisions set forth in this Agreement. Once negotiation of an Adjusted RUF is finalized, the Parties shall amend the Agreement to reflect the new RUF and bill reductions and payments will apply going forward, for a minimum of six months. During the term of this Agreement, either Party may, in accordance with the requirements of this Section 8.2.2, seek to further adjust any RUF that has been in effect for at least six months.

8.3 Direct End Office Trunk Groups

8.3.1 Direct End Office Trunks (DEOT) terminate traffic from one Party's End Office switch to the other Party's End Office switch 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. The Party responsible for ordering DEOTs when this prescribed threshold of traffic is reached shall be governed by Section 18.4 of this Appendix. Once such trunks are provisioned, traffic must be redirected to route first to the DEOT with overflow from either end of the Direct End Office trunk group alternate routed to the appropriate Tandem unless the End Office doesn't subtend any tandem. If an AT&T MICHIGAN End Office does not subtend an AT&T MICHIGAN tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic. All traffic received by AT&T MICHIGAN on the Direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.

8.4 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.

8.5 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 after consultation between the Parties. 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.

9.0 Meet Point Trunking Arrangements

9.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between CLEC's Central Office and AT&T MICHIGAN's Local/Access Tandem over a Meet Point Trunk Group separate from Local and IntraLATA Toll traffic. Meet Point Trunk Groups shall be provisioned as two-way and 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 Meet Point Trunk Groups will be established between CLEC's Switch and AT&T MICHIGAN Local/Access Tandem to transport InterLATA traffic separate from local and IntraLATA toll traffic. The Parties will establish separate Meet Point trunk groups to each AT&T MICHIGAN Local/Access Tandem under which CLEC's NXXs home using DS-1 or DS-3 facilities separate from those used for Local Interconnection Trunk Groups.

9.3 When AT&T MICHIGAN has more than one (1) Local/Access Tandem in a LATA, CLEC may utilize a single Meet Point trunk group to the designated AT&T MICHIGAN Local/Access Tandem as agreed to by the Parties. If the Local/Access Tandem, within the LATA, are in two (2) different states, CLEC shall establish a Meet Point trunk group with one (1) Local/Access Tandem in each state. Where there is more than one Local/Access Tandem and a constrained Local/Access Tandem condition develops, the Parties agree to develop a mutually acceptable plan to establish a Meet Point Trunk Group to another AT&T MICHIGAN Local/Access Tandem.

9.4 AT&T MICHIGAN will not block switched access customer traffic delivered to the AT&T MICHIGAN Tandem for completion on CLEC's network. In no event will AT&T MICHIGAN be required to route such traffic through more than one Tandem for connection to/from switched access customers. AT&T MICHIGAN shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. AT&T MICHIGAN also agrees to furnish CLEC, upon request, a list of those IXCs which also interconnect with AT&T MICHIGAN's Local/Access Tandem(s).

9.5 Toll Free Trunking Arrangements

9.5.1 If CLEC chooses AT&T MICHIGAN to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through AT&T MICHIGAN Local Access/Tandem switch.

9.5.2 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC 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, CLEC will route the post-query Local or IntraLATA converted ten-digit local number to AT&T MICHIGAN over the Local Interconnection trunk group. In such case, CLEC is to provide an 800/8YY billing record to AT&T MICHIGAN. If the query reveals the call is an InterLATA 800/8YY number, CLEC 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 Trunk Group to carriers not directly connected to its network but are connected to AT&T MICHIGAN's Local/Access Tandem. Calls will be routed to AT&T MICHIGAN over the appropriate trunk groups within the LATA in which the calls originate.

9.5.3 All post queried AT&T MICHIGAN carried IntraLATA Toll Free Service calls must be delivered over a Local/IntraLATA Trunk Group. Current technology dictates that post queried AT&T MICHIGAN carried IntraLATA Toll Free Service calls will be identified with the appropriate Carrier Code and the local POTS number. In such case, CLEC is to provide a Toll Free billing record when appropriate.

9.5.4 In the alternative, all originating Toll Free Service calls for which CLEC requests that AT&T MICHIGAN perform the "SSP" function, with the exception of AT&T MICHIGAN carried IntraLATA Toll Free Service calls, must be delivered over a Meet Point Trunk Group. CLEC will send the unqueried call over the Meet Point Trunk Group with the "CIC" for AT&T MICHIGAN to perform query and hand off to appropriate 800 service provider.

9.5.5 All post queried AT&T MICHIGAN carried IntraLATA Toll Free Service calls for which CLEC requests that AT&T MICHIGAN perform the "SSP" function must be delivered over a Local/IntraLATA Trunk Group. All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to AT&T MICHIGAN, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

10.0 911 Trunking Arrangements

10.1 Upon request, AT&T MICHIGAN will provide nondiscriminatory access to its 911/E911 facilities and databases, equal in quality to that provided to itself, facilitating the provision of service to CLEC. AT&T MICHIGAN will coordinate with CLEC, provision of transport capacity sufficient to route originating 911 calls from CLEC's POI to the designated selective router, meeting a minimum P.01 grade of service at all times. 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 CLEC's systems to AT&T MICHIGAN's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which AT&T MICHIGAN provides to itself, its Customers, subsidiaries, Affiliates or any third-party.

10.2 CLEC shall establish connection arrangements with AT&T or with a third party for the provision of 911/E911 services in a manner that assures reliable, comprehensive, and advanced 911/E911 services.

10.3 AT&T MICHIGAN shall assure sufficient capacity at the 911 selective router to meet CLEC's requests for Interconnection within twenty (20) business days after receipt of the request. When AT&T MICHIGAN network force and load conditions require a longer implementation timeframe, AT&T MICHIGAN will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon. CLEC may purchase diverse paths out of Appendix Pricing but AT&T MICHIGAN is not responsible to provide diversity for CLEC to the 911 selective router.

10.4 AT&T MICHIGAN shall provide the following information to CLEC, and shall promptly notify CLEC of any changes:

10.4.1 AT&T MICHIGAN processes and requirements for ordering trunks for 911 service and Interconnection to the 911 selective router.

10.4.2 Trunk group specifications.

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

10.4.4 Description of AT&T MICHIGAN's diversity for facility routing, where technically feasible.

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

10.4.6 For AT&T MICHIGAN only, the AT&T MICHIGAN Trunk Group Design Guide ("TGDG") will be provided to CLEC on AT&T's CLEC Online website. The TGDG will provide specific information on AT&T MICHIGAN selective routers for each rate center/NPA-NXX to assist CLEC in designing its 911 trunk groups.

10.4.7 Lists of rate centers in which DMS Management and selective routing for E911 calls is provided by different entities for different portions of the same rate center. This information may be incorporated into the AT&T MICHIGAN TGDG.

10.5 CLEC will monitor the 911 circuits for the purpose of determining originating network traffic volumes. CLEC will notify AT&T MICHIGAN if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.

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

10.7 Subsections 10.7 through 10.12 of this Appendix apply only if the CLEC elects to utilize AT&T services to connect with 911/E911 selective routers. Interconnection for Primary and Diverse Routes. CLEC's point of Interconnection for E911/911 Service can be at the AT&T MICHIGAN Central Office, a Collocation point, or via a facility provisioned directly to the AT&T MICHIGAN 911 selective router. These facilities are the financial responsibility of CLEC. CLEC shall pay tariff charges for Diverse routes. CLEC will be responsible for determining the proper quantity of trunks from its End Office(s) to the AT&T MICHIGAN Central Office(s). CLEC will order trunks from AT&T MICHIGAN to go between the AT&T MICHIGAN Central Office and the AT&T MICHIGAN Control Office. These trunks shall be delivered by AT&T MICHIGAN within twenty (20) business days after receipt of the request. When AT&T MICHIGAN network force and load conditions require a longer implementation timeframe, AT&T MICHIGAN will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, CLEC and AT&T MICHIGAN will cooperate to promptly test all transport facilities between CLEC's network and the

AT&T Michigan Control Office to assure proper functioning of the 911 service. CLEC will not turn-up live 911 traffic until successful call through testing is completed by both parties.

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

10.9 CLEC will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T MICHIGAN 911 selective router Office(s).

10.10 CLEC shall provide sufficient facilities/trunks to route CLEC originating 911 calls to the 911 selective router. CLEC is responsible to request facilities routed diversely for 911 interconnection.

10.11 CLEC will be responsible for determining the proper quantity of facilities/trunks from its switch(es) to the ILEC 911 selective router Office(s).

10.12 CLEC shall monitor the 911 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 911 call volumes, CLEC shall request additional trunks from SBC Michigan.

10.13 CLEC acknowledges that its end user customers in a single local calling scope may be served by different selective routers and CLEC shall be responsible for providing facilities to route calls from its end user customers to the proper 911 selective router.

11.0 High Volume Calling Trunk Groups

11.1 Each Party shall have the discretion to determine and establish arrangements appropriate for carrying its amount of traffic for the completion of calls to high volume customers, such as radio contest lines.

12.0 Operator Services Trunking Arrangements

12.1 If AT&T MICHIGAN agrees through a separate appendix or contract to provide Operator Services for CLEC the following trunk groups are required:

12.1.1 Where CLEC purchases Operator Services from AT&T MICHIGAN, CLEC will establish a one-way trunk group from CLEC's Switch to AT&T MICHIGAN operator switch ("Operator Services Trunk Groups"). An OS only trunk group will be designated with the appropriate OS traffic use code and modifier.

12.1.2 When AT&T MICHIGAN's operator is under contract to provide Busy Line Verification/Emergency Interrupt service to CLEC's end user customer, CLEC must establish a separate one-way BLV trunk group using MF signaling, from AT&T MICHIGAN's Operator Services Tandem to CLEC's Switch. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

12.2 CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T MICHIGAN Operator assistance switch utilizing MF signaling. Likewise, AT&T MICHIGAN will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to CLEC's designated Operator assistance switch.

12.2.1 CLEC will furnish request for service in writing to AT&T MICHIGAN, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T MICHIGAN. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to AT&T MICHIGAN to establish any new interconnection trunking arrangements.

13.0 Directory Assistance Trunking Arrangements

13.1 CLEC may contract for DA services only. CLEC shall establish a segregated one-way trunk group for these services from its switch to the appropriate AT&T MICHIGAN DA Tandem in the LATA for the NPA CLEC 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)).

14.0 Signaling

14.1 Signaling is addressed in the SS7 Appendix.

15.0 Reporting

15.1 AT&T MICHIGAN shall provide facility and trunking utilization reports specific to CLEC/AT&T MICHIGAN's interconnection trunk groups of the same kind and type that AT&T MICHIGAN provides to itself or other CLECs.

15.2 AT&T MICHIGAN shall provide any reports required in Appendix Performance Measurements, as required by that Appendix.

15.3 AT&T MICHIGAN shall report any other information, which might adversely impact its Interconnection with CLEC as soon as it becomes aware of this information.

16.0 Forecasting

16.1 CLEC agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. AT&T MICHIGAN shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. 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 AT&T MICHIGAN General Trunk Forecast. These forecasts 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) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to the use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

16.2 AT&T MICHIGAN 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 CLEC and AT&T MICHIGAN will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

16.7 The Parties shall be responsible for forecasting two-way trunk groups. AT&T MICHIGAN shall be responsible for forecasting one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T MICHIGAN, unless otherwise specified in this Attachment.

17.0 Trunk Design Blocking Criteria

17.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1.

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS[1]
Local Direct End Office (Final)	2%
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%

18.0 Trunk Servicing

18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of CLEC.

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.

18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. In AT&T MICHIGAN where one-way trunks are used (as discussed above), AT&T MICHIGAN will issue ASRs for trunk groups for traffic that originates in AT&T MICHIGAN and terminates to CLEC. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.

18.5 Both Parties may send an ASR or 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. CLEC's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days. The intervals used for the provisioning process will be the same as those used for AT&T MICHIGAN Switched Access service.

18.6 In A Blocking Situation:

18.6.1 In a blocking final situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, and Meet Point Trunk groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, a TGSR will be issued by AT&T MICHIGAN. AT&T MICHIGAN is responsible for issuing ASRs on one-way AT&T MICHIGAN originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TGSR. 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. CLEC will note "Service Affecting" on the ASR.

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

18.7 In A 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 Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under sixty-five percent (65%) of Centi Call Second capacity on a monthly average basis, for each month of any three (3) consecutive months period, 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 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the handling of the TGSR.

18.7.1.3 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 twenty (20) 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, but that failure to agree on trunk sizing in no way limits either Parties' rights to invoke Dispute Escalation and Resolution Procedures set forth in this Agreement.

19.0 Provisioning

19.1 AT&T MICHIGAN shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of the order upon review of and in response to the order received.

19.1.1 When AT&T MICHIGAN confirms a CLEC order via FOC with the due date, this signifies that AT&T MICHIGAN has determined facilities are available to process CLEC's order. If subsequently, facilities are found not to be available, CLEC shall utilize AT&T MICHIGAN's escalation process. For facility/switching equipment shortages, AT&T MICHIGAN 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, AT&T MICHIGAN shall re-FOC with updated status by close of business.

19.2 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 AT&T MICHIGAN and CLEC work groups, including, but not limited to, the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

19.3 The Parties shall cooperate with each other to test all trunks prior to turn up.

19.4 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. 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, the other Party 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.

19.5 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.

19.6 CLEC 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.

19.7 CLEC and AT&T MICHIGAN shall:

19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

20.0 Trunk Data Exchange

20.1 Where available, a trunk group utilization report (TIKI) may be accessed from the AT&T CLEC Online website. The report will be provided in an MS-Excel format.

21.0 Maintenance Testing and Repair

21.1 CLEC and AT&T MICHIGAN shall work cooperatively to install and maintain a reliable network. CLEC and AT&T MICHIGAN 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. In addition, the Parties agree to:

21.1.1 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. CLEC will be initiator of the joint activities.

21.1.2 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.

21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.

21.1.4 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.

21.1.5 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.

22.0 Third Party Transit Traffic

22.1 CLEC shall route Transit Traffic via AT&T MICHIGAN Tandem switches, and not at or through any AT&T MICHIGAN End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria discussed above.

22.2 AT&T MICHIGAN shall provide transit service to CLEC whether or not CLEC has an interconnection agreement with another LEC, CLEC or CMRS provider for which local and intraLATA toll traffic between the two transits AT&T MICHIGAN's network. However, AT&T MICHIGAN is not required to act as a clearinghouse or billing agent for either CLEC or the third party while performing transit service. As set forth in Appendix Pricing of this Agreement, AT&T MICHIGAN shall be compensated by CLEC for traffic originated by CLEC and terminated by a third-party carrier which transits AT&T MICHIGAN's network. It is up to the originating and terminating LECs which utilize AT&T MICHIGAN's network to work out their own financial arrangements through an agreement between themselves.

22.3 AT&T MICHIGAN shall pass all traffic delivered from CLEC destined to any third-party LECs, CLECs, or CMRS providers in the LATA to whom AT&T MICHIGAN delivers traffic for its own customers or customers of other carriers.

22.4 AT&T MICHIGAN shall pass all traffic delivered from any third-party LECs, CLECs, or CMRS providers in the LATA from whom AT&T receives and delivers traffic to its own customers or customers of other carriers, which is destined to CLEC's network.

22.5 Intentionally Omitted

22.6 Transit Traffic Routing/Trunk Groups

22.6.1 When CLEC desires to exchange transit Traffic with Third Parties through AT&T MICHIGAN, CLEC shall trunk to AT&T MICHIGAN Tandems in such LATA pursuant to the terms of Section 7.1.1 of this Appendix. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T

MICHIGAN, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T MICHIGAN Tandems in such LATA pursuant to terms in this Attachment.

22.6.2 CLEC shall route Transit Traffic to the AT&T MICHIGAN Tandem Office Switch from which the Third Party Terminating Carrier Switch subtends.

22.6.3 Transit traffic not routed to the appropriate AT&T MICHIGAN Tandem by CLEC shall be considered misrouted. Transit Traffic routed by CLEC through any AT&T MICHIGAN End Office Switch shall be considered misrouted. Upon written notice from AT&T MICHIGAN of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

22.7 Direct Trunking Requirements

22.7.1 When Transit Traffic originated by CLEC to a Third Party Terminating Carrier in a LATA requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T MICHIGAN, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a trunk group has been established, CLEC agrees to cease routing transit traffic through AT&T MICHIGAN Tandem to the Third Party Terminating Carrier (described above), unless AT&T MICHIGAN and CLEC mutually agree otherwise.

23.0 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. CLEC and AT&T MICHIGAN 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. CLEC and AT&T MICHIGAN 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.

APPENDIX - 10MW - ABT: NON-INTERCOMPANY SETTLEMENTS (NICS)

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions under which AT&T MICHIGAN will perform the revenue settlement of LEC-carried intrastate/intraLATA or interstate/intraLATA local/toll alternately billed calls between each of the aforementioned regions and the CLEC via the Centralized Message Distribution System (CMDS) Non-Intercompany Settlement (NICS) reports.

2.0 Definitions

2.1 "Non-Intercompany Settlement (NICS)" means a revenue settlement process for messages which originate from CLEC and bill to AT&T MICHIGAN and messages which originate from AT&T MICHIGAN and bill to CLEC. NICS messages must originate and bill within the same AT&T-Owned ILEC across the fourteen (14) individual states which make up these two regions.

2.2 "Non-Intercompany Settlements System" or "NICS System" means the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T MICHIGAN.

3.0 General Provisions

3.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MICHIGAN and billed by CLEC (when the CLEC is using its own End Office Switch),or messages originated by CLEC and billed by AT&T MICHIGAN within the same State (i.e., messages for intrastate/intraLATA traffic only).

3.1.1 For example, an alternately billed call originating within AT&T MICHIGAN territory and billed to a CLEC within AT&T MICHIGAN would be covered by this section; a call originating within AT&T MICHIGAN but billing outside of AT&T MICHIGAN would not be covered by NICS.

3.2 Intentionally Left Blank

3.3 NICS does not extend to 900 or 976 calls or to other pay per call services.

3.4 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MICHIGAN and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

3.5 This Attachment does not cover calls originating and billing within a state outside of AT&T MICHIGAN.

3.6 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).

3.7 The Party billing the end user customer shall be responsible for all uncollectible amounts.

3.8 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

4.0 Responsibilities of the Parties

4.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) end user customer billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user customer.

5.0 Limitation of Liability

5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms & Conditions of this Agreement:

5.1.1 Neither Party assumes liability for any LEC's receipt of appropriate revenues due to it from any other entity. The Parties agree that neither party will be liable to the other Party for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which either Party may have relied in preparing settlement reports or performing any other act under this Attachment.

5.1.2 Neither Party will be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of either Party. Any losses or damage for which either Party is held liable under this Attachment will in no event exceed the amount that the other Party would have billed per its existing tariff for the services provided hereunder during the period beginning at the time the Party held liable receives notice of the error, interruption, failure or malfunction, to the time service is restored.

5.1.3 Neither Party assumes responsibility with regard to the correctness of the data supplied by the other Party when this data is accessed and used by a Third Party.

APPENDIX – NUMBER PORTABILITY

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1.0 General

1.1 Permanent Number Portability (PNP) is only available to Certified Local Exchange Carriers (CLEC).

1.2 PNP is an 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 customer 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).

2.0 Local Number Portability 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 query does not return an LRN, the call will be completed based upon the dialed digits.

2.4 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.5 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.

2.6 Where technically feasible, the Parties shall populate the Jurisdiction Information Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.7 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.

2.8 If CLEC chooses not to fulfill their N-1 carrier responsibility, AT&T MICHIGAN 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.

2.9 CLEC shall be responsible for payment of charges to AT&T MICHIGAN for any queries made on the CLEC's behalf when the CLEC is the N-1. Rates, Terms and Conditions for LNP queries performed by AT&T MICHIGAN are set forth in the applicable FCC Tariff.

2.10 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

2.11 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.

2.12 For local calls, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query the first LNP-capable switch in the call path prior to any attempts to route the call to any other switch

2.13 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the "N-1" carrier for queries initiated before the first number is ported in an NXX.

3.0 Regulations

3.1 Each Party shall become responsible for end user customer's telecommunication related items, e.g., E911, Directory Listings, Operator Services, Line Information Data Base (LIDB), when they port the end user customer's 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 and 911) or Service Access codes (e.g., 500, 555, 700, 900, 950, 976), Toll-free service numbers (e.g. 800, 888, 877 and 866) or disconnected or unassigned number), AT&T MICHIGAN Official Communications Services (OCS) NXXs or codes assigned to each Party for their own use, e.g. an NXX assigned for the Party's official service.

3.1.1.1 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5.8.1 below of this Appendix.

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.

3.1.11 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.

3.1.12 Either Party shall be permitted to block default-routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.

3.1.13 When CLEC purchases from AT&T MICHIGAN the SPNP Database Query, CLEC will access AT&T MICHIGAN facilities via an SS7 link.

4.0 Limitations

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

4.2 Telephone numbers can be ported only within the Toll Message Rate Centers (TMRCs) as approved by the Commissions. "Porting within Rate Centers" refers to a limitation of changing service providers while the physical location of the end user customer remains with the wireline footprint of the Rate Center. If the end user customer changes his, her or its physical location from one Rate Center to another, the end user customer may not retain his, her or its telephone number (which is associated with the end user customer's previous Rate Center) as a basic network (non-FX) offering. An end user customer may retain his, her or its telephone number when moving from one Rate Center to another by the use of a tariff FX, VNXX or other Remote Call Forwarding offering from the new service provider.

5.0 Ordering for LNP

5.1 Porting of numbers from NXXs marked as portable in the LERG will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of Appendix 7 - Operations Support System (OSS).

5.2 For the purposes of this Appendix, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

6.0 Provisioning of PNP

6.1 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.

6.2 The Parties will remove a ported number from the End Office from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 6.4 below and Section 7.2 below, respectively. The Parties recognize that it is in the best interest of the end user customer for this removal to be completed in the most expedient manner possible.

6.3 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.

6.3.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever technically feasible.

6.4 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.

6.5 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.

6.5.1 Coordinated Cutovers

6.5.1.1 Coordinated Cutovers. AT&T MICHIGAN shall provide CLEC with a Coordinated Cutover upon CLEC'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.

6.5.1.2 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 AT&T MICHIGAN shall promptly notify CLEC when the cutover is complete. In the event that a non-coordinated cutover cannot be completed as scheduled, AT&T MICHIGAN 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).

6.6 The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the affected end user customer. The Parties will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current NANC goal for such updating).

6.7 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is de-provisioned.

6.8 Mass Calling:

6.8.1 The HVCI Network is designed to ease the network congestion that occurs when large numbers of incoming telephone calls are solicited by an end user customer, such as a radio station or a ticket agency.

6.8.1.1 A HVCI is known as:

6.8.1.1.1 Choke Network

6.8.1.1.2 Mass Calling

6.8.1.1.3 Public Response Choke Network

6.8.2 Using a non-LRN process, AT&T MICHIGAN will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.

6.9 Porting of Direct Inward Dialing (DID) Block Numbers:

6.9.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.

6.9.2 The Parties shall offer LNP to end user customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

6.9.3 The Parties shall permit end user customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

7.0 Pricing for LNP

7.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

APPENDIX – NUMBERING

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1.0 Definitions for Numbering and Number Portability

1.1 "Foreign Exchange" or "FX", as used in this Attachment, refers to number assignments to end user customers and moves of end user customer numbers outside of the Rate Center with which a telephone number is ordinarily associated.

1.2 "Service Management System" or "SMS", as used in the Attachment, is a database or computer system not part of the public switched network that, (1) interconnects to a Service Control Point (SCP), and sends to that SCP the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

1.3 "Service Provider Number Portability (SPNP) Data Base Query" means the end user customer terminating calls from the "N-1" Network to numbers in the Telephone Company's network with NXX codes that have been designated as number portable and the NXX has at least one number ported. AT&T MICHIGAN may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes.

1.4 "Intermediate Numbers" means the numbers provided for use by resellers, numbers in dealer numbering pools, numbers preprogrammed into end user customer premises equipment offered for retail sale, and numbers assigned to messaging service providers.

1.5 "Safety Valve Request" means a mechanism for carriers to request numbering resources apart from the general waiver process.

2.0 Introduction

2.1 This Appendix sets forth the terms and conditions under which AT&T MICHIGAN will coordinate with CLEC with respect to NXX assignments.

3.0 General Terms and Conditions

3.1 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(most current version specified on Telcordia's website), or thousand-blocks (NXX-X) pursuant to the Thousand-Blocking Pooling Administration Guidelines (most current version specified on Telcordia's website) 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.

3.2 At a minimum, in those Metropolitan Exchange Areas where CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, CLEC shall obtain a separate NXX code for each AT&T MICHIGAN 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). Where pooling is done, CLEC will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by CLEC.

3.3 Parties shall assign telephone numbers only to those end user customers that are physically in the Rate Center to which the NXX is assigned, subject to exceptions as noted in the numbering resource guidelines. A Party may assign an end user customer a telephone number outside of the Rate Center by the use of a tariff FX, VNXX or other Remote Call Forwarding offering.

3.4 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.

3.5 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.

3.6 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.

3.7 Neither Party is responsible for notifying the other Parties' end user customers of any changes in dialing arrangements, including those due to NPA exhaust.

3.8 If fulfilling CLEC's request for intermediate numbers results in AT&T MICHIGAN having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration, NeuStar Pooling Administration or their successors), AT&T MICHIGAN will submit the required numbering request to the national numbering administrator to satisfy CLEC's request for intermediate numbers. AT&T-Michigan will also pursue all appropriate steps (including submitting a Safety Valve Request (petition) to the Commission if the numbering request is denied by the national administrator) to satisfy CLEC's request for intermediate numbers. In these cases, AT&T MICHIGAN is not obligated to fulfill the request by CLEC for intermediate numbers unless, and until, AT&T MICHIGAN's request for additional numbering resources is granted.

3.9 CLEC agrees to supply supporting information for any numbering request and/or Safety Valve Request that AT&T-Michigan files pursuant to Section 3.7 above.

3.10 Local Number Portability (LNP) and Numbering:

3.10.1 Porting of Resale Numbers:

3.10.2 As the network provider, AT&T MICHIGAN will port telephone numbers, both in and out, on behalf of CLEC at the request of an end user customer. CLEC will provide to AT&T - Michigan such information as required to issue Local Service Requests (LSR) to port numbers in.

3.11 NXX Migration

3.11.1 NXX Where either Party has activated an entire NXX for a single end user customer, or activated more than half of an NXX for a single end user customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such end user customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the end user customer in a non-Foreign Exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user customer(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) calendar days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Schedule.

3.12 Test Numbers

3.12.1 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.

3.13 Where CLEC has obtained its own NXX, but has purchased AT&T MICHIGAN's Network Elements, AT&T MICHIGAN shall install the CLEC NXX in AT&T MICHIGAN's switch according to the appropriate number administration functions.

3.14 AT&T MICHIGAN shall accept CLEC orders for specific numbers and block numbers.

APPENDIX - OPERATIONS SUPPORT SYSTEM (OSS)

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1.0 Introduction

1.1 This Appendix sets forth the terms and conditions under which AT&T MICHIGAN provides access to AT&T MICHIGAN's Operations Support System (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, and maintenance/repair, and billing as provided by AT&T MICHIGAN. CLEC will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment UNE, resold services, or other services covered by this Interconnection Agreement ("ICA Service(s)").

1.2 Should AT&T MICHIGAN no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T MICHIGAN shall no longer be obligated to offer access and use of OSS for that ICA Service.

2.0 General Conditions

2.1 Performance Standards. AT&T MICHIGAN shall comply with the service guarantees and Performance Standards, measurements, and reporting regarding OSS Functions, set forth in Appendix Performance Measurements. Further, AT&T MICHIGAN will compensate CLEC in accordance with Appendix Performance Measurements for any OSS Function-related Performance Standards AT&T MICHIGAN fails to meet.

2.2 CLEC agrees to utilize AT&T MICHIGAN electronic interfaces, as described herein, for the purposes of establishing and maintaining Resale Services, UNEs, local number portability, or local Interconnection trunking through AT&T MICHIGAN. In addition, CLEC agrees that for AT&T MICHIGAN region such use will comply with AT&T MICHIGAN's Security Policies and Guidelines incorporated in Section 8. 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, CLEC agrees to indemnify and hold AT&T MICHIGAN harmless against any claim made by an end user customer of CLEC or other third party against AT&T MICHIGAN caused by or related to CLEC's use of any AT&T MICHIGAN OSS. AT&T MICHIGAN shall be permitted to audit all activities by CLEC using any AT&T MICHIGAN OSS not more than once annually, upon written notice to CLEC. Such written notice shall specify the type of information AT&T MICHIGAN is seeking and shall also specify the reason AT&T MICHIGAN is seeking the audit, including any alleged "misuse" of the OSS by CLEC. CLEC shall provide the requested information within fourteen (14) days of receiving notice from AT&T MICHIGAN. All such information obtained through an audit shall be deemed proprietary and shall be covered by the General Terms and Conditions.

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 maintenance/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 appropriate maintenance center to the extent described below. Should AT&T MICHIGAN develop electronic interfaces for these functions for itself, its affiliates and/or other CLECs, AT&T MICHIGAN will offer electronic access to these functions to CLEC at parity. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation or upon AT&T MICHIGAN's request, the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC 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, AT&T MICHIGAN shall accept manual orders.

2.5 Within AT&T MICHIGAN, CLEC's access to pre-order functions described in Section 3 will only be utilized to view Customer Proprietary Network Information (CPNI) of CLEC's end user customer's accounts and any other end user customer accounts where CLEC 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. CLEC'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.

2.6 CLEC 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 CLEC's access:

2.7 Intentionally Left Blank

2.8 Intentionally Left Blank

2.9 By utilizing any electronic interfaces, CLEC 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 AT&T MICHIGAN's UNE rates and charges, dependent upon region of operation, per the terms of this Agreement.

2.10 CLEC agrees to use reasonable business efforts to submit orders that are correct and complete. AT&T MICHIGAN will use reasonable business efforts to process CLEC's orders before rejecting CLEC orders for accuracy and completeness. The Parties agree to conduct internal and independent reviews for accuracy. CLEC is also responsible for all actions of its employees using any of AT&T MICHIGAN's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T MICHIGAN caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T MICHIGAN to CLEC.

2.11 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T MICHIGAN's electronic interfaces.

2.12 Work Center for OSS Single Point of Contact. AT&T MICHIGAN has a single help desk, called the Information Services Call Center (ISCC), which provides technical support as CLEC's single point of contact (SPOC) for all of AT&T MICHIGAN electronic OSS interfaces involved in the pre-ordering, ordering, provisioning, and maintenance/repair and billing of Network Elements and Local Resale services.

2.13 Within a commercially reasonable time, if such does not already exist between the Parties, AT&T MICHIGAN and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning and maintenance/repair, and billing for Resale services, UNEs, local number portability, or interconnection trunking.

2.14 The Parties will follow the final adopted guidelines of AT&T Competitive Local Exchange (CLEC) 22-State Interface Change Management Process ("CMP"), as may be modified from time to time, in accordance with the Change Management principles. AT&T MICHIGAN's CMP is located on AT&T's CLEC On-line website. Certain OSS interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this appendix. AT&T MICHIGAN shall provide proper notice of interface phase out as required by the Change Management process.

2.15 AT&T MICHIGAN and CLEC 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 AT&T MICHIGAN 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 CLEC and AT&T MICHIGAN 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, AT&T MICHIGAN has the right to define LSR Usage requirements according to the practices in the OBF Local Service Ordering Guidelines (LSOG).

2.17 All hardware and software requirements for the applicable AT&T MICHIGAN Regional OSS are specified on AT&T's CLEC Online website.

3.0 Pre-Order

3.1 AT&T MICHIGAN will provide access to pre-order functions at parity with what it provides to itself, its affiliate(s) and/or any other CLEC, to support CLEC ordering of services via electronic interfaces. Real time access to pre-order functions that may be developed in the future will be offered to CLEC to the extent and on the same basis as AT&T MICHIGAN provides to itself or its affiliates and/or any 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 CLEC so that CLEC order requests may be created to comply with AT&T MICHIGAN region-specific ordering requirements.

3.2 Pre-ordering information either manually or electronically for Resale and UNEs 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 AT&T MICHIGAN 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. CLEC agrees to comply with CPNI requirements described herein.

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 Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;

3.2.7 service address verification.

3.3 Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data. AT&T MICHIGAN Resale and UNE Services Pre-Order System Availability: AT&T MICHIGAN will provide CLEC access to the following system:

3.3.1 Extensible Markup Language (XML) is available for the pre-ordering functions listed above.

3.4 Other Pre-order Function Availability:

3.4.1 Where pre-ordering functions are not available electronically CLEC will manually request this information from the LSC for inclusion on the service order request.

3.4.2 When “back-end” systems are not fully functional and the LSC is unable to obtain the information requested by CLEC, AT&T MICHIGAN shall use its best efforts to provide CLEC with the expected restoral time of the back-end systems.

3.4.3 Upon request, Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring that pre-ordering information considered to be relatively static. For AT&T MICHIGAN, the following information is available via Connect: Direct and CD-ROM: Street Address Guide (SAG), Service and Feature Availability by NXX, and a PIC/LPIC Codes.

4.0 Ordering/Provisioning

4.1 AT&T MICHIGAN shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities as provided on AT&T’s CLEC Online website.

4.2 AT&T MICHIGAN will provide electronic access to ordering functions to support CLEC provisioning of services provided herein as described below. Real time access to ordering functions will be made available to CLEC at parity with what AT&T MICHIGAN provides to itself or its affiliate(s) and/or any other CLEC. Intervals for Performance Measurements will be as defined in Appendix Performance Measurements. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T MICHIGAN to provision in accordance with AT&T MICHIGAN ordering requirements.

4.3 Resale and UNE Service Order Request Ordering System:

4.3.1 AT&T MICHIGAN makes available to CLEC an XML interface for transmission of CLEC orders via AT&T MICHIGAN Local Service Request (LSR) formats as defined in the AT&T MICHIGAN Local Service Order Requirements (LSOR). In ordering and provisioning Resale, CLEC and AT&T MICHIGAN will utilize industry guidelines developed by OBF and TCIF to transmit data based upon AT&T MICHIGAN Resale ordering requirements. In ordering and provisioning UNE, CLEC and AT&T MICHIGAN will utilize industry guidelines developed by OBF and TCIF to transmit data based upon AT&T MICHIGAN UNE ordering requirements. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and XML process.

4.3.2 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T MICHIGAN will utilize industry ASR guidelines developed by OBF based upon AT&T MICHIGAN ordering requirements.

4.4 Provisioning for Resale Services and UNEs in AT&T MICHIGAN: AT&T MICHIGAN will provision Resale services and UNEs as detailed in CLEC order requests. Electronic access to status on such orders will be provided via the XML electronic interface.

4.4.1 For XML ordering, AT&T MICHIGAN provides CLEC, and CLEC uses, an XML interface for transferring and receiving orders, Firm Order Confirmation (FOC), Service Order Completion (SOC), and, as available, other provisioning data and information (e.g., jeopardies and rejects) as described on AT&T's CLEC Online website.

4.5 "As is migrations" (meaning, a Local Service Request that seeks to convert the end user customer with whatever array of services he or she currently has) shall not be permitted.

5.0 Maintenance/Repair

5.1 AT&T MICHIGAN will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

5.2 The methods and procedures for trouble reporting within this Appendix shall apply. Where no such methods and procedures exist, the methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.

5.3 AT&T MICHIGAN will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

5.4 CLEC shall make available at mutually agreeable time periods the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T MICHIGAN to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

5.5 Neither CLEC or its end user customers shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T MICHIGAN except with the prior written consent of AT&T MICHIGAN.

5.6 If trouble occurs with ICA Services provided by AT&T MICHIGAN, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the end user customer. If CLEC determines the trouble is in AT&T MICHIGAN's equipment and/or facilities, CLEC will issue a trouble report to AT&T MICHIGAN.

5.6.1 CLEC shall pay Time and Material Charges when it reports a suspected failure of an Unbundled Network Element and AT&T MICHIGAN dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the AT&T MICHIGAN'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 Schedule. AT&T MICHIGAN shall apply Time and Material Charges for Premises Visits at parity with what AT&T MICHIGAN charges its retail end user customers.

5.7 For all ICA Services repair requests, CLEC shall adhere to AT&T MICHIGAN's prescreening guidelines prior to referring the trouble to AT&T MICHIGAN.

5.8 CLEC will contact the appropriate AT&T MICHIGAN repair centers in accordance with procedures established by AT&T MICHIGAN.

5.9 AT&T MICHIGAN reserves the right to contact CLEC's end user customers, if deemed necessary, for provisioning or maintenance purposes. When contact is necessary, AT&T MICHIGAN will not disparage CLEC or attempt to persuade the customer to switch its services to AT&T MICHIGAN.

5.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T MICHIGAN ICA Service and no trouble is found in AT&T MICHIGAN's network, AT&T MICHIGAN will charge CLEC a Time and Material Charge for any dispatching and testing (both inside and outside the Central Office) required by AT&T MICHIGAN in order to confirm the working status. AT&T MICHIGAN will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.

5.11 In the event AT&T MICHIGAN must dispatch to an end user customer's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T MICHIGAN will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T MICHIGAN will assess the Time and Material Charges at the rates set forth in the Pricing Schedule.

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

5.13 CLEC shall pay Time and Material 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.

5.14 If CLEC issues a trouble report allowing AT&T MICHIGAN access to the end user customer's premises and AT&T MICHIGAN personnel are dispatched but denied access to the premises, provided AT&T MICHIGAN makes a reasonable effort to enter the premises, then Time and Material Charges will apply for the period of time that AT&T MICHIGAN personnel are dispatched. Subsequently, if AT&T MICHIGAN personnel are allowed access to the premises, these charges will still apply.

5.15 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 performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.

5.16 If CLEC requests or approves an AT&T MICHIGAN technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material Charges for any additional work to perform such services only in circumstances in which AT&T MICHIGAN would have charged its own customer such charges for work performed outside of normal scheduled working hours.

5.17 Real time electronic interfaces are accessible in AT&T MICHIGAN to place and check the status of trouble reports for both Resale and UNE. Upon request, CLEC may access these functions via the following methods:

5.17.1 In AT&T MICHIGAN, Electronic Bonding for Trouble Administration-GUI (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line. AT&T MICHIGAN 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.

5.17.2 In AT&T MICHIGAN, Electronic Bonding Trouble Administration (EBTA) is an interface that is available for trouble report submission and status updates. 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.

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5.20 In response to a trouble ticket initiated by CLEC where AT&T MICHIGAN determines in error that the trouble is in CLEC's network or CLEC's end user customer's equipment or communications systems, and CLEC subsequently finds the trouble resides in AT&T MICHIGAN's network, CLEC will be credited for all AT&T MICHIGAN trouble isolation costs associated with the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. CLEC will submit to AT&T MICHIGAN a request for credit which contains the trouble ticket number(s) assigned to the case of trouble by AT&T MICHIGAN. In addition, CLEC may charge AT&T MICHIGAN, after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed or other amount that AT&T MICHIGAN may charge CLEC under AT&T MICHIGAN's tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that AT&T MICHIGAN may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement. Any credit that AT&T MICHIGAN is required to give to CLEC under this provision shall be limited to the amount of charges that AT&T MICHIGAN actually imposed for its investigation. If AT&T MICHIGAN has not imposed a charge, no credit is due CLEC in the event of a later finding that the trouble lies with AT&T MICHIGAN's network.

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6.0 Billing

6.1 AT&T MICHIGAN will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.

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6.3 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule and/or applicable tariff.

6.4 For Resale Services in AT&T MICHIGAN CLEC may elect to receive its bill on CD. Electronic access to billing information for Resale Services will also be available via the following interfaces:

6.4.1 CLEC may receive a Usage Extract Feed electronically in AT&T MICHIGAN. 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.

6.4.2 AT&T MICHIGAN shall provide local disconnect report records via the XML transaction set.

6.4.3 In AT&T MICHIGAN, CLEC may receive a mechanized bill via the AT&T MICHIGAN Electronic Billing System (AEBS) transaction set.

6.4.4 Electronic access to billing information for UNEs will also be available via the following interfaces: \AT&T MICHIGAN makes available to CLEC a local bill data tape to receive data in an electronic format from its CABS database. The local bill data tape contains the same information that would appear on CLEC's paper bill.

6.4.5 CLEC may receive a Usage Extract Feed electronically in AT&T MICHIGAN. 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.

7.0 Remote Access Facility

7.1 For AT&T MICHIGAN, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC 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" require CLEC to provide its own modems and connection to the AT&T MICHIGAN ARAF. CLEC shall pay the cost of the call if Switched Access is used.

7.2 For AT&T MICHIGAN, CLEC shall use TCP/IP to access AT&T MICHIGAN OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id/password unique to each individual for accessing an AT&T MICHIGAN OSS on CLEC's behalf. CLEC 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.

For AT&T MICHIGAN, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

8.0 Data Connection Security Requirements

8.1 CLEC agrees that interconnection of CLEC data facilities with AT&T MICHIGAN data facilities for access to OSS will be in compliance with AT&T MICHIGAN'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 CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

8.2 Joint Security Requirements

8.2.1 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.)

8.2.2 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.

8.2.3 Each Party shall notify the other party immediately, whenever its current user id or system access request is no longer approved or considered authorized for access.

8.2.4 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.

8.2.5 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 CLEC or AT&T MICHIGAN 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.

8.2.6 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.

8.3 Additional Responsibilities of Both Parties

8.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T MICHIGAN'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.

8.3.2 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.

8.3.3 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.

8.3.4 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.

8.3.5 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.

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

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

8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computers, 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 CLEC or AT&T MICHIGAN, respectively, as the providers of the computer, network or information in question.

8.4.2 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 Attachment. 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.

8.5 General Policies

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

8.5.2 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.

8.5.3 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.

8.5.4 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.

8.5.5 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.

8.6 User Identification

8.6.1 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.

8.6.2 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.

8.6.3 User ids will be revalidated on a periodic basis, as required. Revalidation will also be necessary as business needs change.

8.7 User Authentication

8.7.1 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.

8.7.2 Passwords must not be stored in script files.

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

8.7.4 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.

8.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

8.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

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

8.8 Access and Session Control

8.8.1 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.

8.8.2 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.

8.9 User Authorization

8.9.1 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.

8.10 Software And Data Integrity

8.10.1 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.

8.10.2 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.

8.10.3 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.

8.11 Monitoring And Audit

8.11.1 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's warning banner message may be:

8.11.2 "This is a (AT&T MICHIGAN or CLEC) 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."

8.11.3 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.

9.0 Operational Readiness Testing (ORT) for Ordering/Provisioning and Repair/Maintenance Interfaces

9.1 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.

10.0 Training

10.1 AT&T MICHIGAN shall train CLEC's trainers in the use of AT&T MICHIGAN'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. Information and materials provided to CLEC must include, at a minimum, operational and procedural information, and AT&T MICHIGAN specific system access/interface instruction. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Course descriptions for all available classes are posted on the AT&T web site (https://clec.att.com) in the Customer Education section. AT&T Training schedules by region are available on the AT&T web site and are subject to change, with class lengths varying. Prior to live GUI or other system usage by CLEC, CLEC must complete user education classes for any AT&T MICHIGAN provided interfaces that affect the AT&T MICHIGAN network.

11.0 Service Bureau Provider Arrangements for Shared Access to OSS

The Parties agree that CLEC's use of a Service Bureau Provider to access AT&T MICHIGAN's OSS shall be subject to the requirements of this Section. For purposes of this Section, Service Bureau Provider means a third party that has been engaged by CLEC to act on CLEC's behalf for purposes of providing a means of access to AT&T MICHIGAN's OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

11.1 AT&T MICHIGAN shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions.

11.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T MICHIGAN OSS via a Service Bureau Provider as follows:

11.2.1 CLEC shall be permitted to access AT&T MICHIGAN application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into a relationship with such Service Bureau Provider and the Service Bureau Provider has entered into an appropriate arrangement acceptable to AT&T MICHIGAN to allow Service Bureau Provider to establish access to and use of AT&T MICHIGAN's OSS.

11.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its Service Bureau Provider properly performs all OSS obligations of CLEC under this Agreement which CLEC delegates to Service Bureau Provider.

11.2.3 CLEC shall provide notice in accordance with the notice provisions of the general terms and conditions of this Agreement whenever it intends to use a Service Bureau Provider to access AT&T MICHIGAN's application-to-application OSS interfaces or when CLEC intends to cease using a Service Bureau Provider to access AT&T MICHIGAN's application-to-application OSS interfaces. Provided that AT&T MICHIGAN has not previously established a connection with a particular Service Bureau Provider, AT&T MICHIGAN shall have a reasonable transition time, not to exceed sixty (60) days to establish a connection to a Service Bureau Provider once CLEC provides notice.

11.2.4 When CLEC accesses AT&T MICHIGAN's OSS using a Service Bureau Provider, the measurement of AT&T MICHIGAN's performance shall not include Service Bureau Provider's processing, availability or response time

12.0 Miscellaneous

12.1 To the extent AT&T MICHIGAN seeks to recover costs associated with OSS system access and connectivity, or to the extent that CLEC disputes charges associated with OSS system access and connectivity, the Parties shall not be foreclosed from seeking or disputing recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

12.2 Unless otherwise specified herein, charges for the use of AT&T MICHIGAN's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule.

12.3 Use of Facilities:

12.3.1 When an end user customer of CLEC elects to discontinue service or to transfer service to another LEC, including AT&T MICHIGAN, AT&T MICHIGAN shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the end user customer served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T MICHIGAN will notify CLEC that such a request has been processed after the disconnect order has been completed.

12.3.2 AT&T MICHIGAN will provide loss notifications to CLEC pursuant to Michigan law. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. To the extent not inconsistent with Michigan law, notification will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

APPENDIX – OPERATOR SERVICES

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1.0 Introduction

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by AT&T MICHIGAN to CLEC.

2.0 Services

2.1 General

2.1.1 AT&T Michigan shall ensure that CLEC Customers have the capability to dial the same telephone numbers to access AT&T Michigan Operator Service that AT&T Michigan Customers dial to access AT&T Michigan Operator Service.

2.2 Operator Services

2.2.1 Where technically feasible and available, AT&T MICHIGAN will provide the following OS Services when a CLEC end user customer served dials 0+ or 0- regardless of whether CLEC also requests DA from AT&T MICHIGAN.

For this agreement, “0+ Calls” shall be defined as calls made by dialing zero plus the desired telephone number. 0+ calls may be interrupted by a live operator requesting billing information, or a recorded announcement requesting the caller to enter the billing information. “0- Calls” shall simply be defined as operator-assisted calls. The caller dials zero and waits for the operator to pick up the line and talk to the caller.

2.2.1.1 AT&T MICHIGAN shall complete 0+ and 0- dialed local calls.

2.2.1.2 AT&T MICHIGAN shall complete 0+ intraLATA toll calls.

2.2.1.3 AT&T MICHIGAN shall complete calls that are billed to a calling card and CLEC shall designate the acceptable types of special billing.

2.2.1.4 AT&T MICHIGAN shall complete person-to-person calls.

2.2.1.5 AT&T MICHIGAN shall complete collect calls.

2.2.1.6 AT&T MICHIGAN shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.1.7 AT&T MICHIGAN shall complete station-to-station calls.

2.2.1.8 AT&T MICHIGAN shall process BLV/BLVI requests.

2.2.1.9 AT&T MICHIGAN shall process emergency call trace.

2.2.1.10 AT&T MICHIGAN shall process operator-assisted Directory Assistance calls.

2.2.1.11 AT&T MICHIGAN shall route 0- local traffic directly to a "live" operator team.

2.2.1.12 AT&T MICHIGAN shall provide caller assistance services to CLEC’s disabled end user customers in the same manner that AT&T MICHIGAN provides caller assistance services to its disabled end user customer.

2.2.1.13 Where technically feasible, AT&T MICHIGAN shall provide operator-assisted conference calling.

2.2.1.14 When requested by CLEC’s end user customer, AT&T MICHIGAN shall provide corrected billing information to CLEC on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to AT&T MICHIGAN customers.

2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.

2.2.2 AT&T MICHIGAN shall direct customer inquiries to the customer service center designated by CLEC.

2.3 Where technically feasible, AT&T MICHIGAN 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 AT&T MICHIGAN operator, hereafter called "Operator.

2.3.1.1 AT&T MICHIGAN - 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.

2.3.2 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. AT&T MICHIGAN will offer OADA to calling parties on a nondiscriminatory basis.

3.0 Services

3.1 Fully Automated Call Processing - Where technically feasible, AT&T MICHIGAN can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service

3.1.1.1 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 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, AT&T MICHIGAN will support the following Operator-assisted call types for CLEC:

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 AT&T MICHIGAN 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 Busy Line 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 is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number (e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

4.0 Call Branding

4.1 Where not technically feasible or where CLEC does not request branding, such calls will be unbranded. Where technically feasible and/or available, AT&T MICHIGAN will brand OS based upon the criteria outlined.

4.1.1 Where AT&T MICHIGAN is only providing OS on behalf of CLEC, the calls will be branded. When the same trunk group is used to provide OS and DA services to CLEC, calls will be branded at CLEC's request with the same brand. There may be separate brands where separate trunk groups are utilized.

4.1.2 Branding Load Charges

4.1.2.1 Branding load charges are included in the Pricing Schedule.

5.0 Operator Services (OS) Rate/Reference Information

5.1 If CLEC elects to use OS services where technically feasible and/or available, AT&T MICHIGAN will provide CLEC OS Rate/Reference Information, based upon the criteria outlined below:

5.1.1 CLEC will furnish OS Rate and Reference Information in accordance with process outlined in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS Services are to be undertaken.

5.1.2 CLEC will inform AT&T MICHIGAN, 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. CLEC acknowledges that it is responsible to provide AT&T MICHIGAN 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 Operating Company Number (OCN) for loading of CLEC'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 AT&T MICHIGAN Operator receives a rate request from a CLEC end user customer, AT&T MICHIGAN will quote the applicable OS rates as provided by CLEC.

6.0 Intentionally Left Blank

7.0 Handling of Emergency Calls to Operator

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, AT&T MICHIGAN 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. CLEC must provide AT&T MICHIGAN with the correct information to enable the transfer as required by the OSQ. CLEC 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, AT&T MICHIGAN will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

8.0 Responsibilities of the Parties

8.1 CLEC will provide AT&T MICHIGAN at least thirty (30) days notice prior to any significant change in service levels for Operator Services under this Appendix.

8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T MICHIGAN Operator assistance switch. Should CLEC seek to obtain Interexchange OS from AT&T MICHIGAN, CLEC 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 Facilities necessary for the provision of OS 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.

8.3 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to AT&T MICHIGAN, default emergency agency numbers.

8.4 AT&T MICHIGAN shall make available service enhancements on a nondiscriminatory basis as soon as such enhancements are available to AT&T MICHIGAN, its affiliate and all other CLECs. AT&T MICHIGAN shall communicate official information to CLEC 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.

8.5 AT&T MICHIGAN shall provide CLEC with Operator Services equal in quality to those which provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.

8.6 CLEC will furnish to AT&T MICHIGAN a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. CLEC will provide AT&T MICHIGAN updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective. AT&T MICHIGAN shall adequately staff its operator work force.

9.0 Methods and Practices

9.1 AT&T MICHIGAN will provide OS to CLEC's end user customers in accordance with AT&T MICHIGAN OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10.0 Pricing

10.1 The prices at which AT&T MICHIGAN agrees to provide CLEC with OS are contained in the Pricing Schedule.

11.0 Monthly Billing

11.1 AT&T MICHIGAN will accumulate and provide CLEC such data as necessary for CLEC to bill its end user customers.

12.0 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 AT&T MICHIGAN's Operator Services.

13.0 Term of Appendix

13.1 CLEC must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. CLEC may terminate use of AT&T MICHIGAN's Operator Services one hundred twenty (120) days advance written notice to AT&T MICHIGAN any time after CLEC has used such Operator Services for the twelve (12) month minimum period, inclusive of the notice period.

13.2 If CLEC terminates use of AT&T MICHIGAN's Operator Services without complying with Section 13.1 above, CLEC shall pay AT&T MICHIGAN, within thirty (30) days of the issuance of a final bill by AT&T MICHIGAN, all amounts due for actual services provided under this Appendix.

APPENDIX – PERFORMANCE MEASUREMENTS

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1.0 General Provisions

1.1 The Performance Measurements Plan a.k.a AT&T Midwest Performance Measurement User Guide ("PM Plan") and AT&T Midwest Performance Remedy Plan – MICHIGAN ("Midwest Remedy Plan"), collectively referred to hereinafter as ("the Plans"), referenced herein, notwithstanding any provisions in any other Appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T MICHIGAN is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations and within this Agreement.

1.2 AT&T MICHIGAN's implementation of the Plans addressed by this Appendix will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of the Plans as evidence that AT&T MICHIGAN has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T MICHIGAN's conduct underlying its performance, and the performance data provided under the Plans however, are not made inadmissible by these terms. AT&T MICHIGAN's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.3 Nothing herein shall be interpreted to be a waiver of AT&T MICHIGAN's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 AT&T Michigan Requirements:

2.1 Except as otherwise provided herein, the Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The proceeding, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.3 below. For the purpose of this Agreement in MICHIGAN, these measurements will be effective with the first full month of performance after Commission approval of the measurements.

2.2 The PM Plan may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Midwest Remedy Plan, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The proceeding, in which a Midwest Remedy Plan has been adopted or ordered, is included in Section 2.3 below. For the purpose of this Agreement, the Midwest Remedy Plan will be effective with the first full month of performance after Commission approval of the Midwest Remedy Plan.

2.3 Proceeding in which the Plans have been adopted or ordered by the Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such docket(s) are as follows:

MICHIGAN – Case No. U-11830

2.4 Section 6.6 of the Midwest Remedy Plan governs when and whether AT&T MICHIGAN's obligation for liquidated damages under the Midwest Remedy Plan and this Agreement will cease. The current PM Plan measurements and benchmarks will continue in effect until modified by the Midwest Remedy Plan review process or expiration of this Agreement.

2.5 Any payment by AT&T MICHIGAN pursuant to the Midwest Remedy Plan described in this Appendix Performance Measurements may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

PRICING SCHEDULE

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1.0 Pricing Schedule

1.1 This Appendix sets forth the pricing terms and conditions for Interconnection, unbundled access to Network Elements, Resale, Collocation and for any other services provided pursuant to this Agreement. All such rates shall be just, reasonable and nondiscriminatory in accordance with Applicable law. The rate tables included in this Appendix may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 Replacement of Rates

1.2.1 Each rate set forth in this Appendix is the total rate applicable for the respective service, save for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing Schedule are based upon FCC and state Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AT&T MICHIGAN under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing Schedule, including any rates and/or charges developed in response to a Bona Fide Request (BFR), such rates and charges shall be determined in accordance with the pricing principles set forth in the Act; provided however, if AT&T MICHIGAN 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 AT&T MICHIGAN and CLEC.

1.2.1.1 If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Current Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable (i.e., not an order or docket relating only to a specific complaint or interconnection agreement arbitration) to the Interconnection Services, either Party may provide written notice ("Rate Change Notice") to the other Party, after the effective date of such order, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Current Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any written amendment or further Commission action, the Party's billing tables will be updated to reflect (and the Party shall pay) the Modified Rate(s), pursuant to timeframes as specifically set forth in Section 1.2.1.2 below and Section 1.2.1.3 below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Section 1.2.1.2 below and Section 1.2.1.3 below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Current Rate(s) were replaced by the Modified Rate(s), and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided:

1.2.1.2 If the Rate Change Notice is issued by a Party within ninety (90) calendar days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T MICHIGAN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established current Rate(s) for the period after the effective date of the order, in accordance herewith.

1.2.1.3 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.2.2 In the event that a Party issues a Rate Change Notice under this Section 1.2 above, but not within ninety (90) calendar days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, on a prospective basis only, upon the amendment

effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Current Rate(s) with the Modified Rate(s) if the terms and conditions of this Section 1.2 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (containing this Section 1.2,) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established current Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.2 above.

1.3 Recurring Charges

1.3.1 Unless otherwise identified in the Pricing Sheet, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.

1.3.2 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 AT&T MICHIGAN 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, AT&T MICHIGAN will round up to the next whole mile before determining the mileage and applying rates.

1.3.3 Unless otherwise identified in the pricing tables, where rates are usage sensitive, measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute. There shall be no usage-based charges for incomplete calls or call attempts, including "busy" or "don't answer" status calls.

1.4 Non-Recurring Charges:

1.4.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

1.4.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.

1.4.3 When CLEC converts an End-User currently receiving non-complex service from AT&T MICHIGAN, without any facilities rearrangements to AT&T MICHIGAN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

1.4.4 CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T MICHIGAN to process a request for installation, disconnection, rearrangement, change, or record order.

1.4.5 Time and Material charges, also known as Additional Labor Charges, are defined in the Price Sheet contained herein.

1.4.6 Loop Zone charges are defined in the Price Sheet contained herein.

1.4.7 Notwithstanding, any other provision in this section, and except for migration charges, AT&T MICHIGAN will not assess non-recurring charges when CLEC orders Resale services unless AT&T MICHIGAN assesses such non-recurring charges on its retail customers. The resale discount shall apply to any non-recurring charge assessed when CLEC orders Resale services.

APPENDIX - RECIPROCAL COMPENSATION

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1.0 Introduction

1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation arrangements established between the Parties.

2.0 Exchange of Telecommunications Traffic

2.1 The Telecommunications traffic exchanged between CLEC and AT&T MICHIGAN will be classified as either Local Calls, i.e. Section 251(b)(5) Traffic, ISP-Bound Traffic), Transit Traffic, intraLATA Toll Traffic, interLATA Toll Traffic, or Wholesale Local Switching Traffic (traffic originated by CLEC over local circuit switching purchased by CLEC from AT&T MICHIGAN on a wholesale basis (non-resale) in a separate commercial agreement and used in providing wireline local telephone exchange (dial tone) service to its end user customers). 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 or when Wholesale Local Switching is provided by AT&T MICHIGAN. AT&T MICHIGAN will compensate CLEC in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic that originates from an end user customer that is served by a third party carrier providing telecommunications services utilizing AT&T MICHIGAN's Resale Service. The provisions of this Appendix do not apply to CLEC 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 applicable rate(s) provided in Appendix Pricing. "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 AT&T MICHIGAN Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff, including, Foreign Exchange ("FX") and FX-like services where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area.

2.3 When a Local Call is either originated by or terminated to an end user customer served via Wholesale Local Switching provided by AT&T MICHIGAN the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service, unless technically infeasible or unless otherwise agreed.

2.4 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.

2.5 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to (i) Switched Access traffic and, subject to the Intervening Law provisions of this Agreement, any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs which are addressed in this Appendix in compliance with FCC Order 01-131 (April 2001). All Switched Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

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2.7 Intentionally Left Blank

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.

3.0 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 For all traffic originated on a Party's network, including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R § 64.1600(c) and in accordance with Section 3.4 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify add, delete, change or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

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.

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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. Either Party may present reports indicating the month, the originating end office CLLI, volume of traffic transited and OCN of each originating carrier that does not pass the original and true CPN, the Parties may adjust billing when appropriate.

4.0 Local Calls 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 Calls may be asymmetrical as permitted by the requirements of this section.

4.1.1 In accordance with 47 U.S.C. §51.711(b), the Parties agree that asymmetrical rates for the transport and termination of CLEC's Section 251(b)(5) Traffic may be established if CLEC proves to the state commission on the basis of a cost study that the forward-looking costs for a network efficiently configured and operated by CLEC exceeds the costs incurred by AT&T MICHIGAN and, consequently, that such a higher rate is justified. Upon issuance of an Order by the state commission approving CLEC's cost study, the parties shall charge applicable asymmetrical rates based on the billing party's approved costs.

4.2 AT&T MICHIGAN made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. 2002).

4.3 AT&T MICHIGAN and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T MICHIGAN without waiving and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound Traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.4 Should a regulatory agency, court or legislature change or nullify the AT&T MICHIGAN's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true-ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in Michigan exchanged under Section 251(b)(5) of the Act. By way of interpretation and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by intervening law, to apply uniformly to all traffic among AT&T MICHIGAN, CLEC and CMRS carriers in Michigan where traffic is exchanged as Local Calls within the meaning of this Appendix.

4.5 In AT&T MICHIGAN the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.6.1 below, are set forth in this Section 4.6 and ISP-Bound Traffic, as defined in Section 5.1 below will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5 below in a specific state on the Effective Date of this Appendix.

4.6 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic:

4.6.1 In the State of Michigan only, subject to MTA Section 304(1), Section 251(b)(5) Traffic shall mean Telecommunications traffic exchanged as a Local Call over the Parties owned or leased facilities in which the originating NPA-NXX of one Party and terminating NPA-NXX of the other Party are assigned to the same Local Calling Area.

4.6.2 Subject to the provisions of section 4.1 and 4.7, in instances where the originating carrier is originating Telecommunications traffic over its own switch (i.e. not leased or purchased from AT&T MICHIGAN) the following Tandem serving rate elements are applicable on a terminating MOU basis and include compensation for the following sub-elements if such functions are actually provided by the terminating Party for the termination of the originating Party's traffic.

4.6.2.1 Tandem Switching – compensation for use of Tandem Switching consists of a call set up rate element (per message) where applicable and a duration (per minute) rate element.

4.6.2.2 Common (Tandem) Transport- compensation for the transmission facilities (1) between the Tandem Switch and the End Offices subtending that Tandem 2) between Tandem Switches and/or 3) between host and remote End Office Switches consists of a transport termination (per minute) rate element and a transport facility mileage (per minute per mile) rate element.

4.6.2.3 End Office Switching in a Tandem Serving Arrangement – compensation for the local End Office Switching and line termination necessary to complete the transmission in a Tandem Served Arrangement consists of a call set up rate element (per message) and a call duration (per minute) rate element.

4.6.3 In instances where the originating carrier is originating Telecommunications traffic over its own switch (i.e., not leased or purchased from AT&T MICHIGAN) the following End Office rate elements are applicable on a terminating MOU basis.

4.6.3.1 End Office Switching – compensation for the local End Office Switching and line termination necessary to complete the transmission in an End Office serving arrangement. It consists of a call set-up rate element (per message) where applicable and a call duration (per minute) rate element.

4.7 Where a CLEC demonstrates that its switch serves a geographic area comparable to the area served by an AT&T MICHIGAN tandem switch, CLEC may also charge AT&T MICHIGAN rate that includes AT&T MICHIGAN's tandem interconnection rate as set forth in the Pricing Schedule. The tandem interconnection rate includes tandem switching, tandem termination, and tandem transport. The MPSC found, in Case No. U-16906, that ACD Telecom, Inc.; Arialink Telecom, LLC; CynergyComm.Net, Inc; DayStarr LLC; Lucre, Inc; TC3 Telecom, Inc; TelNet Worldwide, Inc. have each demonstrated that its Michigan switch or switches serve a geographic area or areas comparable to an area served by an AT&T MICHIGAN tandem switch. This provision should not be construed as an acknowledgement that any other CLEC, including any CLEC that may elect to adopt this Agreement pursuant to Section 252(i) of the Act, has made such a demonstration.

5.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation 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"), "ISP-Bound Traffic" shall mean, in the State of Michigan only, Telecommunications traffic exchanged as a Local Call, subject to MTA, Section 304(1), between CLEC and AT&T MICHIGAN over each Party's owned or leased facilities in which the originating NPA-NXX of one Party and the NPA-NXX of the ISP served by the other Party are assigned to the same Local Calling Area.

5.2 AT&T MICHIGAN has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order. Traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.5 below of this Appendix.

5.3 The rates, terms and conditions set forth in this Section 5 shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in Michigan, effective on the Effective Date of this Agreement. All ISP-Bound Traffic is subject to the rebuttable presumption.

5.4 Intercarrier Compensation for ISP-Bound Traffic:

5.4.1 The rates, terms and conditions in this Section 5 apply only to the termination of all ISP-Bound Traffic as defined in Section 5 above and are subject to the rebuttable presumption.

5.4.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a MOU basis per the Pricing Schedule.

5.4.3 Payment of Intercarrier 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.

5.5 ISP-Bound Traffic Rebuttable Presumption:

5.5.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic, ISP-Bound Traffic and, in AT&T MICHIGAN, Wholesale Local Switching Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is, for purposes of Intercarrier Compensation, presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.5. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 4 above for Section 251(b)(5) Traffic and the rates set forth in Section 5 for ISP-Bound Traffic. ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

5.6 For purposes of this Section, all Section 251(b)(5) Traffic, all ISP-Bound Traffic and all Wholesale Local Switching Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 16 below.

5.6.1 For combined Section 251(b)(5) Traffic (and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth Section 5.5 above, such traffic shall be defined as "In-Balance" traffic. Each Party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 4 above for Section 251(b)(5) Traffic.

5.6.2 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 5.5 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out of Balance" will, on a monthly basis, calculate the amount

of traffic that will be invoiced as follows: (1) for Section 251(b)(5) Traffic, the rates shall be based on the reciprocal compensation rate elements set forth in Section 4 above and the Pricing Schedule; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 5.4.2 above and the Pricing Schedule.

6.0 Intercarrier Compensation for Wholesale Local Switching Traffic

6.1 Where CLEC purchases Wholesale Local Switching from AT&T MICHIGAN CLEC will deal directly with Third Party carriers for purposes of reciprocal compensation for calls originated by or terminated to the end user customers served by such arrangements. AT&T MICHIGAN is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.

6.2 The following reciprocal compensation terms shall apply to the traffic exchanged between AT&T MICHIGAN and CLEC that is subject to a Wholesale Local Switching arrangement that CLEC purchases from AT&T MICHIGAN:

6.2.1 For intra switch Wholesale Local Switching Traffic exchanged between AT&T MICHIGAN and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

6.2.2 For interswitch Wholesale Local Switching Traffic exchanged between AT&T MICHIGAN and CLEC where CLEC's end user customer originates a call that is terminated to an AT&T MICHIGAN end user customer, such traffic shall be paid for reciprocally at the End Office Switching rate applicable for 251(b)(5) Traffic set forth in the Pricing Schedule and as specified in Section 4 above or the rate applicable for ISP-Bound Traffic set forth in Section 5 above as determined by the rebuttable presumption as described in Section 5.5.

7.0 Compensation for IntraLATA Toll Calls

7.1 The Parties will charge each other for the termination of intraLATA toll calls in accordance with each Party's respective Switched Access tariffs.

8.0 Billing Arrangements for Termination of Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic

8.1 In AT&T MICHIGAN, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and Wholesale Local Switching Traffic. These Recordings are the basis for each Party to generate bills to the other Party.

8.1.1 Where CLEC is using terminating Recordings to bill intercarrier compensation, AT&T MICHIGAN will provide the terminating Records where available by means of the Daily Usage File (DUF) to identify traffic that originates from an end user customer being served by a Third Party telecommunications carrier using Wholesale Local Switching provided by AT&T MICHIGAN. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUs terminated on CLEC's network.

9.0 Transit Traffic Compensation

9.1 Transiting Service allows CLEC to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third-party network through AT&T MICHIGAN's ("transit party") Tandem. A Transiting rate element applies to all MOUs between CLEC and third party networks that transits AT&T MICHIGAN's network through an AT&T Tandem. CLEC is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is applicable when calls do not originate with (or terminate to) the AT&T MICHIGAN's end user customer. The rates that AT&T MICHIGAN shall charge for transiting traffic are outlined in Appendix Pricing.

9.2 AT&T MICHIGAN will directly bill CLEC AT&T MICHIGAN's charges for CLEC-originated Transit Traffic. CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers with whom AT&T MICHIGAN is interconnected, but within AT&T MICHIGAN's LATA, or outside of that LATA, to the extent a LATA boundary waiver exists. CLEC shall not charge AT&T MICHIGAN when AT&T MICHIGAN provides Transit Traffic Service as the Transit Service Provider for calls terminated to CLEC.

9.3 CLEC agrees to enter into its own agreement with Third-Party Telecommunications Carriers prior to delivering traffic to AT&T MICHIGAN for transiting to the Third-Party. In the event CLEC originates traffic that transits AT&T MICHIGAN's network to reach a Third-Party Telecommunications Carrier with whom CLEC does not have a traffic Interexchange agreement, then CLEC will indemnify AT&T MICHIGAN 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 AT&T MICHIGAN will bill their respective portions of the charges directly to CLEC, and neither the terminating Party nor AT&T MICHIGAN will be required to function as a billing intermediary, e.g. clearinghouse.

9.4 Where AT&T MICHIGAN is delivering Transit Traffic originated by a Third Party Originating Carrier to CLEC, AT&T MICHIGAN will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T MICHIGAN does not receive CPN from the Third Party Originating Carrier, then AT&T MICHIGAN cannot forward CPN to CLEC. AT&T MICHIGAN will have no responsibility for any losses arising from or related to the lack of CPN in this situation. If AT&T MICHIGAN or CLEC indentifies stripped, altered, modified, added deleted, changed and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC and AT&T MICHIGAN agree to cooperate with one another and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T MICHIGAN or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T MICHIGAN and the Third Party Originating Carrier to correct the problem.

10.0 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, AT&T MICHIGAN 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.

11.0 Meet-Point-Billing (MPB) Switched Access Traffic Compensation

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11.2 Compensation for Switched Access Traffic shall be on a MPB basis as described below.

11.3 The Parties will establish MPB arrangements in order to jointly provide Switched Access Services to IXC via the respective carrier's Access Tandem Office Switch(es) 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 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. 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 MPB arrangement when the Parties do have

detailed Recordings for billing. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the End Office company for originating traffic, 2) the Tandem company for terminating traffic and the (3) the SSP company for originating 800 traffic. Information shall be exchanged in Exchange Message Interface ("EMI") format via a mutually acceptable electronic file transfer method when each is acting as the Official Recording Company. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. Each Party will provide the information to the other Party within ten (10) working days of sending the bills, in accordance with OBF guidelines. 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. The Party that performs the SSP function (launches he query to the 800 database) will charge the 8XX toll free service provider for the database query in accordance with standard industry practices and applicable tariffs.

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11.10 AT&T MICHIGAN and CLEC 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) calendar 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.

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13.0 Billing for Mutual Compensation

13.1 The Billing Party will calculate originating and 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. The total conversation seconds 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.

13.1.1 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 jurisdiction factors, such as Percent Local Usage (PLU) in order to determine the jurisdiction of the traffic.

13.2 If, as set forth in Section 3 of this Appendix Reciprocal Compensation, the originating Party passes CPN on calls, the receiving Party shall bill the originating Party the appropriate termination rate applicable to each minute of traffic for which CPN is passed. For the remaining calls without CPN information, the receiving Party shall bill the originating Party the appropriate termination rate applicable to each minute of traffic in direct proportion to the minutes of use of calls passed with CPN information.

13.2.1 For traffic that is originated by one Party to be terminated on the other Party's network in AT&T MICHIGAN, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN.

13.2.2 If the originating Party fails to pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Calls or toll traffic, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months.

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13.4 Upon thirty (30) days' written notice, each Party must provide the other Party the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the Completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

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15.0 Switched Access Traffic

15.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user customer in one (1) local exchange and delivered for termination to an end user customer in a different local exchange (excluding the traffic defined in Sections 4.6.1 and 5.1 of this Attachment) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that (i) originates over a circuit switch and uses Internet Protocol(IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user customer's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over Feature Group access trunks:

15.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC end user customer that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider:

15.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T MICHIGAN end user customer that obtains local dial tone from AT&T MICHIGAN where AT&T MICHIGAN is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider.

15.1.3 Switched Access Traffic delivered to AT&T MICHIGAN from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or

15.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party

15.2 Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

15.2.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 15.1.4 above to either Party over Local Interconnection Trunk Groups, such party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunks. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups and unless traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing

such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1.4 above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.

16.0 Other Telecommunications Traffic:

16.1 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5 above) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 4 and 5 above not apply, including but not limited to ISP calls that meet the definitions of:

16.1.1 IntraLATA Toll Traffic

16.1.2 800, 888, 877, ("8YY") Traffic

16.2 The Parties agree that, for the purposes of this Attachment, each Party's end user customers remain free to place ISP calls under the classifications set forth in Section 16.1.1 and 16.1.2. Notwithstanding anything to the contrary herein, to the extent non-Local ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 4 above and Section 5 above do not apply. The applicable rates, terms and conditions for: (a) 8YY Traffic are set forth in Section 10 above and (b) IntraLATA Toll Traffic are set forth in Section 7 above;

APPENDIX – RECORDING

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1.0 Introduction

1.1 This Appendix sets forth the terms and conditions under which AT&T MICHIGAN will provide recording, message processing and message detail services to (1) facilities-based providers for IXC transported calls and (2) Local Calls associated with CLEC's end user customer use of resale.

2.0 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 Interface (EMI) formatted billing data between AT&T MICHIGAN and the Billing Company.

2.6 "Data Transmission" - the forwarding by AT&T MICHIGAN of billable message detail and/or access usage record detail in EMI format over data lines or another mutually agreed-upon medium to the appropriate Billing Company.

2.7 "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.

2.8 "Message Processing" - the creation of individual 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.

2.9 "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 CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T MICHIGAN's internal network or national CMDS.

2.10 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.11 "Recording" - the creation and storage on a mutually agreed upon medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.12 "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.

3.0 Responsibilities of the Parties for IXC Transported Calls

3.1 AT&T MICHIGAN will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T MICHIGAN-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T MICHIGAN-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T MICHIGAN.

3.2 Standard Category 11 EMI record formats (210 bytes) for the provision of access usage record detail will be established by AT&T MICHIGAN and provided to CLEC. AT&T MICHIGAN shall include the "From Number" of the

call originator on each EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMI standards. AT&T MICHIGAN will provide access usage record data within a timely manner and within the MECAB guidelines, but no later then 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 AT&T MICHIGAN will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing a network data mover facility, using software and hardware acceptable to both Parties. In order for CLEC to receive end user customer billable records, CLEC may be required to obtain CMDS Hosting service from AT&T MICHIGAN or another CMDS Hosting provider.

3.5 CLEC 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. AT&T MICHIGAN reserves the right to limit the frequency of transmission to existing AT&T MICHIGAN processing and work schedules, holidays, etc. For AT&T MICHIGAN, data transmissions are performed on a daily basis, Monday – Friday.

3.6 AT&T MICHIGAN will determine the number data files required to provide the access usage record detail to CLEC.

3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. CLEC may request that data, which has previously been successfully provided to CLEC by AT&T MICHIGAN, be re-provided by AT&T MICHIGAN, 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 AT&T MICHIGAN will only be made available to CLEC on an individual case basis at a cost determined by AT&T MICHIGAN.

3.8 AT&T MICHIGAN will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

3.9 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 EMI standards.

3.10 When AT&T MICHIGAN is notified that, due to error or omission, incomplete data has been provided to CLEC, AT&T MICHIGAN will make reasonable efforts to locate and/or recover the data and provide it to CLEC 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 CLEC. If written notification is not received within sixty (60) calendar days, AT&T MICHIGAN shall have no further obligation to recover the data and shall have no further liability to the CLEC.

3.11 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of AT&T MICHIGAN having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T MICHIGAN will estimate the volume of lost messages and associated revenue, with assistance from CLEC, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.

3.12 When CLEC is the Recording Company, the CLEC agrees to provide its recorded Billable Messages detail and AUR data to AT&T under the same terms and conditions of this Section.

3.13 AT&T MICHIGAN 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 CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC, as the recording company, agrees to provide any and all Access Usage Records (AURs) required by AT&T MICHIGAN 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.

3.14 Limitation of Liability:

3.14.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

3.14.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

3.14.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company 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 the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

3.14.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

3.14.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

4.0 Responsibilities of the Parties for Local Calls Originated By CLEC Customers Through Resale

4.1 AT&T MICHIGAN will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services provided hereunder ("Customer Usage Data"). AT&T MICHIGAN will provide CLEC with originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by AT&T MICHIGAN 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 Calls (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service to the extent that similar usage sensitive information is provided to retail end user customers of AT&T MICHIGAN within that state, (ii) with sufficient detail to enable CLEC to bill its end user customers for usage sensitive services furnished by AT&T MICHIGAN in connection with Resale Services provided by AT&T MICHIGAN. DUF records shall be based on call completion and not call attempts. Procedures and processes for implementing the interfaces with AT&T MICHIGAN will be included in implementation requirements documentation.

4.2 To establish file transmission for the Daily Usage File, CLEC must provide a written request to AT&T MICHIGAN, 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 CLEC end user customers' lines provided by AT&T MICHIGAN through Resale will be forwarded to CLEC as rated call detail on the DUF.

4.4 AT&T MICHIGAN shall bill CLEC for Usage Extract furnished by AT&T MICHIGAN in accordance with the price(s) provided in the applicable Pricing Schedule under "Electronic Billing Information."

4.5 Interexchange call detail on Resale Services that is forwarded to AT&T MICHIGAN for billing, which would otherwise be processed by AT&T MICHIGAN for its retail end user customers, will be returned to the IXC and will not be passed through to CLEC. 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 will be passed through when AT&T MICHIGAN records the message.

4.6 When AT&T MICHIGAN is notified that, due to error or omission, incomplete data has been provided to CLEC, AT&T MICHIGAN will make reasonable efforts to locate and/or recover the data and provide it to CLEC 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 CLEC. If written notification is not received within sixty (60) calendar days, AT&T MICHIGAN shall have no further obligation to recover the data and shall have no further liability to CLEC.

4.6.1 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of AT&T MICHIGAN having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T MICHIGAN will estimate the volume of lost messages and associated revenue, with assistance from CLEC, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.

4.7 AT&T MICHIGAN shall provide call records to support usage sensitive vertical features if these features are part of AT&T MICHIGAN's resale or unbundled switching offerings in accordance to OBF guidelines.

4.8 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.

4.9 A pack shall conform to industry guidelines EMI standards.

APPENDIX - RIGHTS OF WAY

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1.0 Introduction

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by AT&T MICHIGAN to CLEC.

1.2 The prices at which AT&T MICHIGAN agrees to provide CLEC with ROW are contained in the applicable Pricing Schedule.

2.0 Definitions

2.1 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 AT&T MICHIGAN, 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.

2.2 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."

2.3 Approved Vendor. A vendor who is qualified by AT&T MICHIGAN for installation, maintenance, and/or repair. AT&T MICHIGAN shall not unreasonably withhold approval of vendors.

2.4 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”.

2.5 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.

2.6 Conduit Occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within AT&T MICHIGAN’s conduit system.

2.7 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 AT&T MICHIGAN structures (such as huts and cabinets) which branch off from or are connected to AT&T MICHIGAN conduit. In this Appendix, the term refers to conduit systems owned or controlled by AT&T MICHIGAN.

2.8 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.

2.9 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

2.10 Inner-Duct. The term “inner-duct” refers to a pathway created by subdividing a duct into smaller channels.

2.11 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.

2.12 Licensee. The term “licensee” refers to CLEC which has entered or may enter into an agreement or arrangement with AT&T MICHIGAN permitting CLEC to place its facilities in AT&T MICHIGAN’s conduit system or attach its facilities to AT&T MICHIGAN’s poles or anchors. Licensee and CLEC may be used interchangeably throughout this Appendix.

2.13 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 AT&T MICHIGAN prior to the date of this Agreement.

2.14 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T MICHIGAN's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of CLEC'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 CLEC's facilities and not to meet AT&T MICHIGAN's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of AT&T MICHIGAN'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 CLEC's facilities.

2.15 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.

2.16 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."

2.17 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.

2.18 Permit. Shall mean written permission granted by AT&T MICHIGAN to CLEC to construct and operate its attachment at the locations of AT&T MICHIGAN Structure(s).

2.19 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by AT&T MICHIGAN), and does not include utility poles or anchors with respect to which (AT&T MICHIGAN 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.

2.20 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 CLEC's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate CLEC's facilities.

2.21 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 AT&T MICHIGAN which is not used or suitable for distribution facilities such as business offices or corporate offices.

3.0 Structure Availability

3.1 AT&T MICHIGAN shall make available, pursuant to the Act and FCC rules and regulations, access to poles, ducts, conduits and Rights-of-way along AT&T MICHIGAN's distribution network that are owned or controlled by AT&T MICHIGAN (individually and collectively, "Structure") for the placement of CLEC'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 CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T MICHIGAN's poles, conduits and ducts.

3.3 AT&T MICHIGAN 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, AT&T MICHIGAN will, in good faith explore potential accommodations with CLEC. If AT&T MICHIGAN denies a request by CLEC for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, AT&T MICHIGAN will provide CLEC 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.

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

3.4 Franchises, Permits and Licenses

3.4.1 CLEC 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 AT&T MICHIGAN Structure it uses.

3.4.2 Permits granted by AT&T MICHIGAN under this attachment authorize CLEC to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by AT&T MICHIGAN but do not affect the rights of landowners to control terms and conditions of access to their property.

3.4.3 AT&T MICHIGAN shall issue to CLEC one or more licenses authorizing CLEC to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by AT&T MICHIGAN located within this State on a first come, first served basis. If AT&T MICHIGAN determines that the pole, conduit or duct space specifically requested by CLEC is necessary to meet AT&T MICHIGAN's present needs or is licensed by AT&T MICHIGAN to another licensee, AT&T MICHIGAN shall have the right to designate the particular duct(s) to be occupied, the location and manner in which CLEC's facilities will enter and exit AT&T MICHIGAN's conduit system and the specific location and manner of installation for any associated equipment which is permitted by AT&T MICHIGAN to occupy the conduit system or right-of-way, provided that AT&T MICHIGAN shall provide written notice to CLEC within forty-five (45) days following CLEC's request specifying in detail the reasons for denying CLEC's request. If CLEC disagrees with AT&T MICHIGAN'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 AT&T MICHIGAN's conduits or ducts or attaching any facilities to AT&T MICHIGAN's poles, anchors or anchor/guy strands, CLEC must first apply for and receive a written license from AT&T MICHIGAN. AT&T MICHIGAN shall not unreasonably deny or delay issuance of any license, and in any event, AT&T MICHIGAN 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, AT&T MICHIGAN shall issue such license at the same time the make-ready work is completed pursuant to Section 5.1.1.

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

4.0 Application Process

4.1 Provision of Records

4.1.1 In order to obtain information regarding facilities, CLEC shall make a written request to AT&T MICHIGAN, identifying with reasonable specificity the geographic area for which facilities are required. In response to

such request, AT&T MICHIGAN shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) of AT&T MICHIGAN poles, conduit and right-of-way located within the geographic area specified by CLEC within twenty (20) Business Days. Provision of information herein shall include the right of CLEC employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in CLEC'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, AT&T MICHIGAN shall use its best efforts to produce said information within five (5) days of the written requests. CLEC may elect to be present at any field based survey of facilities identified pursuant to this paragraph and AT&T MICHIGAN shall provide CLEC at least forty-eight (48) hours' notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter AT&T MICHIGAN 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 AT&T MICHIGAN, with an AT&T MICHIGAN representative present and at CLEC's expense.

4.1.3 AT&T MICHIGAN will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure; provided that AT&T MICHIGAN may redact any Proprietary Information (of AT&T MICHIGAN or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to CLEC. Upon request, AT&T MICHIGAN will meet with CLEC to clarify matters relating to maps, records or additional information. AT&T MICHIGAN 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 CLEC 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 CLEC for access to AT&T MICHIGAN's Structure shall be in writing and submitted to AT&T MICHIGAN's Structure Access Center, who shall be CLEC's single point of contact for all matters relating to CLEC's access to AT&T MICHIGAN's Structure. Each CLEC's attachment to AT&T MICHIGAN's Structure shall be pursuant to a permit issued by AT&T MICHIGAN for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to AT&T MICHIGAN's Structure, administration of the process of delivery of access to AT&T MICHIGAN's Structure and for all other matters relating to access to AT&T MICHIGAN's Structure. CLEC may obtain copies of forms and contact information for the AT&T MICHIGAN region via the following website: http://asac.midwest.att.com. AT&T MICHIGAN will notify CLEC of any changes to this website address.

4.3 Pre-permit (Field) Survey

4.3.1 After CLEC has submitted its written application for a license, a pre-permit survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether AT&T MICHIGAN's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate CLEC's facilities, without substantially interfering with the ability of AT&T MICHIGAN or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of AT&T MICHIGAN's conduit system or facilities attached to AT&T MICHIGAN's pole or placed within or connected to AT&T MICHIGAN's conduit system. If CLEC gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at CLEC's expense.

4.3.2 Based on information provided by AT&T MICHIGAN, CLEC shall determine whether AT&T MICHIGAN's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet CLEC's needs.

4.3.3 AT&T MICHIGAN may not unreasonably refuse to continue to process an application based on AT&T MICHIGAN's determination that CLEC's proposed use of AT&T MICHIGAN's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC acknowledges that AT&T MICHIGAN is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of AT&T MICHIGAN'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 AT&T MICHIGAN shall provide CLEC with reasonable notice of environmental, health and safety inspections that is equivalent to the information that AT&T MICHIGAN 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 AT&T MICHIGAN determines that no make-ready work is required, AT&T MICHIGAN shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within fifteen (15) Business Days of receipt of CLEC's application.

5.0 Make-Ready Work

5.1 Upon request, AT&T MICHIGAN shall permit CLEC to conduct Make Ready Work itself or through an AT&T MICHIGAN Approved Vendor(s), if allowed by applicable union contracts.

5.1.1 If AT&T MICHIGAN 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 the field survey. If CLEC is not satisfied with AT&T MICHIGAN's due date for completion of make ready work, CLEC may perform the make ready work itself or elect to have the work completed by an AT&T MICHIGAN approved contractor.

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

5.3 The costs of modifying a Structure to accommodate CLEC's request, an existing or prospective attaching Party's request, or the needs of AT&T MICHIGAN, 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 AT&T MICHIGAN, 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 CLEC. 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.

5.4 All Modifications to AT&T MICHIGAN's Structure will be owned by AT&T MICHIGAN. CLEC and other Parties, including AT&T MICHIGAN, 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.

6.0 Installation and Maintenance Responsibilities

6.1 Except where otherwise mutually agreed, CLEC 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 AT&T MICHIGAN or by other attaching Parties. AT&T MICHIGAN will specify the location on the Structure where CLEC's attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each attachment in conformance with the permit issued by AT&T MICHIGAN for such attachment. Other than routine maintenance and service wire attachments, CLEC shall not modify, supplement or rearrange any attachment without first obtaining a permit therefore. CLEC shall provide AT&T MICHIGAN with notice before entering any Structure for construction or maintenance purposes.

6.2 Installation and Maintenance Standards

6.2.1 CLEC'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 CLEC's Facilities

6.3.1 Each license granted under this attachment authorizes CLEC to engage in maintenance of CLEC's facilities located on or in AT&T MICHIGAN's poles, conduits, ducts and rights-of-way pursuant to such license. CLEC 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. CLEC shall give reasonable notice to AT&T MICHIGAN before performing any work.

6.4 Emergency Repairs and Pole Replacements

6.4.1 CLEC 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.

7.0 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 AT&T MICHIGAN shall be available for the attachments of CLEC, AT&T MICHIGAN or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. AT&T MICHIGAN shall not reserve space on AT&T MICHIGAN Structure for the future need of AT&T MICHIGAN nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide AT&T MICHIGAN with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

8.0 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, AT&T MICHIGAN shall provide maintenance ducts at no cost to CLEC. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding attachment. CLEC utilizing a maintenance spare must vacate it within sixty (60) days or provide an equivalent spare.

9.0 Other Arrangements

9.1 Cost of Certain Modifications

9.1.1 If AT&T MICHIGAN 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. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T MICHIGAN 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 AT&T MICHIGAN's business needs or by an authorized application or license of another entity seeking access to AT&T MICHIGAN's poles, conduit systems, ducts and/or Rights-of-Way. If a move of CLEC's attachment is required by AT&T MICHIGAN or another attaching Party, CLEC 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 CLEC fails to move its attachment with the foregoing period, CLEC authorizes AT&T MICHIGAN to move such attachment at CLEC's expense.

10.0 Term and Termination of Permit

10.1 CLEC's occupancy of Structure shall be pursuant to a permit issued by AT&T MICHIGAN 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 CLEC.

10.1.2 If CLEC'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 CLEC has not placed and put into service its attachments within 9 months from the date AT&T MICHIGAN has notified CLEC that such Structure is available for CLEC's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

10.1.4 If CLEC 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 AT&T MICHIGAN ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has attachments, AT&T MICHIGAN shall:

10.2.1 Provide CLEC notice within ten (10) Business Days after AT&T MICHIGAN has knowledge of such fact and shall not require CLEC to remove its attachments from such Structure prior to AT&T MICHIGAN's removal of its own attachments.

10.3 AT&T MICHIGAN will provide CLEC with at least sixty (60) days written notice prior to:

10.3.1 Terminating a permit for an attachment or terminating service to CLEC's attachment,

10.3.2 Any increase in the rates for attachments to AT&T MICHIGAN's Structure permitted by the terms of this Appendix, or

10.3.3 Any Modification to AT&T MICHIGAN's Structure to which CLEC has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.

10.4 If CLEC 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 CLEC to so surrender such permit, AT&T MICHIGAN shall remove CLEC's attachments at CLEC's expense and without any liability on the part of the AT&T MICHIGAN for damage or injury to CLEC's attachments unless caused by the negligence or intentional misconduct of AT&T MICHIGAN.

10.5 If AT&T MICHIGAN discovers that CLEC has placed an attachment on AT&T MICHIGAN's Structure without a valid permit, AT&T MICHIGAN shall notify CLEC of the existence of such unauthorized attachment and CLEC shall pay to AT&T MICHIGAN 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, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

10.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.

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

11.0 Noncompliance

11.1 Notice of Noncompliance

11.1.1 If, at any time, AT&T MICHIGAN determines that CLEC'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, AT&T MICHIGAN may send written notice to CLEC specifying the alleged noncompliance. CLEC agrees to acknowledge receipt of the notice as soon as practicable. If CLEC does not dispute AT&T MICHIGAN's assertion that such facilities are not in compliance, CLEC agrees to provide AT&T MICHIGAN with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T MICHIGAN in writing when the facilities have been brought into compliance.

11.2 Disputes over Alleged Noncompliance

11.2.1 If CLEC disputes AT&T MICHIGAN's assertion that CLEC's facilities are not in compliance, CLEC shall notify AT&T MICHIGAN in writing of the basis for CLEC's assertion that its facilities are in compliance.

11.3 Failure to Bring Facilities into Compliance

11.3.1 If CLEC has not brought the facilities into compliance within a reasonable time or provided AT&T MICHIGAN with proof sufficient to persuade AT&T MICHIGAN that AT&T MICHIGAN erred in asserting that the facilities were not in compliance, and if AT&T MICHIGAN determines in good faith that the alleged noncompliance causes or is likely to cause a material safety hazard or material damage to AT&T MICHIGAN's facilities or those of others users, AT&T MICHIGAN may, at its option and CLEC's expense, take such steps as may be required to bring CLEC'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, AT&T MICHIGAN must give CLEC thirty (30) business days advance notice. If the steps taken are to be non-service affecting, AT&T MICHIGAN must give CLEC fifteen (15) business days advance notice.

11.4 Correction of Conditions by AT&T MICHIGAN

11.4.1 AT&T MICHIGAN will, whenever practicable, notify CLEC in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T MICHIGAN's schedule for performing the work.

11.4.2 If CLEC's facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T MICHIGAN manhole, AT&T MICHIGAN may, at CLEC's expense, reattach them but shall not be obligated to do so. If AT&T MICHIGAN does not reattach CLEC's facilities, AT&T MICHIGAN shall cooperate with CLEC for the reattachment of any facilities affected.

11.4.3 AT&T MICHIGAN shall, as soon as practicable after performing the work, advise CLEC in writing of the work performed or action taken. Upon receiving such notice, CLEC may inspect the facilities, after notice to AT&T MICHIGAN, and take such steps as CLEC may deem necessary to insure that the facilities meet CLEC's performance requirements.

11.5 CLEC to Bear Expenses

11.5.1 CLEC shall bear all expenses arising out of or in connection with any work performed to bring CLEC'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 CLEC to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than CLEC.

12.0 Inspections

12.1 AT&T MICHIGAN may make periodic inspections of any part of the attachments of CLEC located on AT&T MICHIGAN Structure for the limited purpose of determining whether CLEC'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, AT&T MICHIGAN shall provide prior written notice to CLEC of such inspections and CLEC 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 CLEC.

13.0 Damage to Attachments

13.1 Both CLEC and AT&T MICHIGAN will exercise precautions to avoid damaging the attachments of the other or to any AT&T MICHIGAN Structure to which CLEC 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.

14.0 Charges

14.1 AT&T MICHIGAN'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 and in compliance with Section 361 of the MICHIGAN Telecommunications Act (M.C.L Section 484.2361) and applicable commission rules, regulations and orders thereunder. The charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. AT&T MICHIGAN reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, AT&T MICHIGAN 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.

15.0 Advance Payment

15.1 Attachment and Occupancy Fees:

15.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by AT&T MICHIGAN and shall be computed as set forth herein.

15.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

15.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC's Facilities.

15.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from AT&T MICHIGAN.

16.0 Nondiscrimination

16.1 Access to AT&T MICHIGAN owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which AT&T MICHIGAN provides its Structure to itself, its affiliates, customers, or any other person.

17.0 Joining Of Attachments

17.1 Upon request by CLEC, AT&T MICHIGAN will permit the joining of ducts or conduits owned by CLEC in AT&T MICHIGAN manholes.

18.0 Cost Imputation

18.1 AT&T MICHIGAN will impute costs consistent with the rules under Section 224 (g) of the Act.

19.0 Abandonment, Sales, or Dispositions

19.1 AT&T MICHIGAN shall notify CLEC 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, AT&T MICHIGAN shall condition the sale or other disposition to include and incorporate the rights granted to CLEC hereunder.

APPENDIX - SS7

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1.0 Introduction

1.1 SS7 Signaling is AT&T MICHIGAN's preferred method for signaling. Where MF signaling is currently used, the Parties agree to use their best efforts to convert to SS7 signaling. If SS7 services are provided by AT&T MICHIGAN, they will be provided in accordance with the provisions of AT&T MICHIGAN FCC Tariff No. 2, as it may be modified from time to time.

APPENDIX – UNE

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1.0 Introduction

1.1 This Appendix Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which AT&T MICHIGAN agrees to furnish CLEC with access to 251(c)(3) Unbundled Network Elements ("Unbundled Network Elements" or "UNE"). At CLEC's request, AT&T MICHIGAN shall provide nondiscriminatory access to Unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. AT&T MICHIGAN shall provide such 251(c)(3) Unbundled Network Elements in a manner that allows CLEC to combine such elements in order to provide a Telecommunications Service.

2.0 Definitions

2.1 The following definitions are applicable to this Appendix.

2.1.1 Building. For purposes of this Appendix 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).

2.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. Examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

2.1.3 "Predominantly Residential" for purposes of this Amendment is defined as a Multiple Dwelling Unit or "MDU" that has greater than 50 percent of its rentable space allocated to residential use.

2.1.4 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

2.1.5 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 AT&T wire center and the demarcation point at the customer premises.

2.1.6 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.

2.1.7 Intentionally Left Blank

2.1.8 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. Pursuant to Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. Pursuant to Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

2.1.9 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined pursuant to Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

2.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined Pursuant to Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

2.1.11 Tier 3 Wire Centers. Pursuant to Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

2.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO, including 47 CFR 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

2.1.13 "Unbundled Local Loop(s) (UNE Loop)" means a transmission facility between a distribution frame (or its equivalent) in an AT&T MICHIGAN central office and the UNE Loop Demarcation Point at an end user customer premises. The UNE Loop includes all features, functions, and capabilities of the transmission facilities, including the Network Interface Device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end user customer's premises, including inside wire owned or controlled by AT&T MICHIGAN. The UNE Loop includes, but is not limited to copper UNE Loops (two-wire and four-wire analog voice-grade copper UNE Loops, digital copper UNE Loops [e.g., DS0s and integrated services digital network (ISDN) lines]), as well as two-wire and four-wire copper UNE Loops conditioned, at CLEC's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services, DS1 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.4.4 below) and DS3 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.5.4 below) where such UNE Loops are deployed and available in AT&T MICHIGAN Wire Centers.

2.1.14 A "DS1 Loop", pursuant to Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T 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.

2.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with AT&T, that maintains a collocation arrangement in an AT&T 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 AT&T or any affiliate of AT&T, 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-AT&T 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.

2.1.16 Intentionally Left Blank

2.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels) provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to

establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.

2.1.18 Unbundled Dedicated Transport is defined as set forth in 47 CFR 51.319(e)(1).

2.1.19 Intentionally Left Blank

2.1.20 "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 AT&T, 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.

2.1.21 "Commingled Arrangement" means the arrangement created by Commingling. Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place,

2.1.22 "Declassified UNE" or "Declassified" means a UNE that ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.

2.1.23 "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).

3.0 General Access to Unbundled Network Elements

3.1 The following are the Unbundled Network Elements required by Section 251(c)(3), which CLEC and AT&T MICHIGAN have identified as of the Effective Date of this Agreement subject to Section 6 below. The Parties agree that the Unbundled Network Elements identified below are not exclusive and that pursuant to the BFR process CLEC may identify and request that AT&T MICHIGAN furnish additional or revised Unbundled Network Elements. Failure to list an Unbundled Network Element herein shall not constitute a waiver by CLEC to obtain an Unbundled Network Element subsequent defined by the FCC or the Commission.

Loop
Subloop Elements
Network Interface Device
Unbundled Dedicated Transport
Dark Fiber Transport

3.2 CLEC may request new, undefined Unbundled Network Elements in accordance with the Bona Fide Request Process.

3.3 The prices at which AT&T MICHIGAN agrees to provide CLEC with Unbundled Network Elements are contained in the applicable Pricing Schedule.

4.0 General Terms and Conditions

References in this Agreement to a section in a statute or in the code of federal regulations are included for purposes of convenience only and are not intended to imply that such references are the only applicable statutory or regulatory provisions. Such references shall not be construed as words of limitation unless the accompanying language clearly and expressly indicates that such references were intended to limit the accompanying language.

4.1 AT&T MICHIGAN and CLEC agree that CLEC may connect its facilities or facilities provided to CLEC by third-parties with AT&T MICHIGAN's network at any point designated by CLEC, provided such point is technically feasible, for access to Unbundled Network Elements for the provision by CLEC of a Telecommunications Service.

4.2 AT&T MICHIGAN will provide CLEC nondiscriminatory access to Unbundled Network Elements; (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):

4.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));

4.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory; (Act, Section 251(c)(3); 47 CFR § 51.307(a));

4.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Unbundled Network Element; (Act, Section 251(c)(3); 47 CFR § 51.307 (c));

4.2.4 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; (47 CFR § 51.307(d));

4.2.5 With technical information about AT&T MICHIGAN's network facilities sufficient to allow CLEC to achieve access to Unbundled Network Elements (47 CFR § 51.307(e));

4.2.6 Except as provided for in this Appendix, without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends; (47 CFR § 51.309(a));

4.2.7 In a manner that allows CLEC purchasing access to Unbundled Network Elements to use such Unbundled Network Element to provide exchange access service to itself in order to provide inter-exchange services to subscribers.

4.2.8 Where applicable, terms and conditions of access to Unbundled Network Elements shall be no less favorable than terms and conditions under which AT&T MICHIGAN provides such elements to itself. (47 CFR § 51.313(b));

4.2.9 Notwithstanding the use of any terms such as "end user", "customer", "end user subscriber", "end user customer", or any other provisions in this Agreement, CLEC may use AT&T MICHIGAN's Unbundled Network Elements to provide telecommunications services to other Telecommunications Carriers, except that CLEC may not access an Unbundled Network Element for the exclusive provision of mobile wireless services or interexchange services.

4.3 When CLEC is purchasing an Unbundled Network Element, AT&T MICHIGAN will permit CLEC exclusive use of that facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, AT&T MICHIGAN will provide use of that feature, function, or capability for a period of time. (47 CFR § 51.309(c)).

4.4 AT&T MICHIGAN will maintain, repair, or replace Unbundled Network Elements (47 CFR § 51.309(c)) as provided for in this Agreement.

4.5 Where technically feasible, the quality of the Unbundled Network Element and access to such Unbundled Network Element shall be at least equal to what AT&T MICHIGAN provides itself or any subsidiary, affiliate, or other telecommunications carriers requesting such access to the UNE. (47 CFR § 51.311(a), (b)).

4.6 Each Party shall be solely responsible for the services it provides to its end user customer and to other Telecommunications Carriers.

4.7 Unbundled Network Elements provided to CLEC under the provisions of this Appendix shall remain the property of AT&T MICHIGAN.

4.8 Provisioning/Maintenance of Unbundled Network Elements

4.8.1 CLEC may order from AT&T MICHIGAN multiple individual Unbundled Network Elements on a single order subject to OSS specifications without the need to have CLEC send an order for each such Unbundled Network Element if such Unbundled Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

4.8.2 AT&T MICHIGAN shall provide all provisioning services to CLEC during the same business hours AT&T MICHIGAN provisions similar services for its end user customer or other CLECs.

4.8.3 AT&T MICHIGAN shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase and provisioning of AT&T MICHIGAN's

Unbundled Network Elements or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. The SPOC shall also provide to CLEC a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Unbundled Network Elements or combinations.

4.8.4 AT&T MICHIGAN shall provide to CLEC a Single Point of Contact (Local Service Center or LSC) for ordering Unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the FOC to CLEC as specified in Performance Measurements Appendix. In addition, AT&T MICHIGAN shall provide to CLEC a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.

4.8.5 AT&T MICHIGAN will recognize CLEC as the customer of record of all Unbundled Network Elements and Combinations ordered by CLEC and will send all notices, invoices and pertinent customer information directly to CLEC.

4.8.6 AT&T MICHIGAN may not initiate any disconnection or rearrangement of any CLEC ordered Network Element on an unbundled basis or Combination, except as directed by CLEC or as otherwise provided in this Agreement.

4.8.7 AT&T MICHIGAN will provide CLEC with a Firm Order Confirmation (FOC) for each order for all Unbundled Network Elements on an unbundled basis. The FOC shall contain an enumeration of CLEC's ordered Unbundled Network Elements, services or combination features, options, physical Interconnection, quantity and a due date for the order.

4.8.8 AT&T MICHIGAN shall provision Network Elements in accordance with the time frames set forth in Performance Measurements Appendix.

4.8.8.1 As soon as identified, AT&T MICHIGAN shall provide notification electronically (or manually if service order was submitted manually) of CLEC orders that are incomplete or incorrect and therefore cannot be processed.

4.8.8.2 As soon as identified, AT&T MICHIGAN shall provide notification electronically (or manually if service order was submitted manually) of any instances when AT&T MICHIGAN's due dates are in jeopardy of not being met by AT&T MICHIGAN on any element or feature contained in any order for unbundled Network Elements. AT&T MICHIGAN shall indicate its new due date as soon as such date is available.

4.8.9 AT&T MICHIGAN shall provide to CLEC upon request:

4.8.9.1 When available, all engineering design and layout information for each Unbundled Network Element and Combination; provided that CLEC shall pay AT&T MICHIGAN for the costs incurred by AT&T MICHIGAN to provide CLEC with copies of such information.

4.8.9.2 listing of all technically available functionalities for each Unbundled Network Element or Combination. If CLEC orders a technical publication, CLEC shall pay AT&T MICHIGAN for the technical publications.

4.8.10 Within twenty-four (24) hours of CLEC's request AT&T MICHIGAN will perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test Unbundled Network Elements or Combinations purchased by CLEC in order to identify any performance problems.

4.8.11 For orders of Unbundled Network Elements (and LNP with the installation of a Loop) that require coordination among AT&T MICHIGAN, CLEC and CLEC's end user customer, CLEC shall be responsible for any necessary coordination with its end user customer.

4.8.12 Access to Unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as AT&T MICHIGAN may elect at its own discretion but also at parity and on a

nondiscriminatory basis. AT&T MICHIGAN will provide access to Unbundled Network Elements where technically feasible.

4.8.13 Subject to the terms herein, AT&T MICHIGAN is responsible only for the provisioning, installation, operation and maintenance of the Unbundled Network Elements it provides. AT&T MICHIGAN is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by CLEC through the use of those Unbundled Network Elements.

4.8.14 Where Unbundled Network Elements provided to CLEC are dedicated to a single end user customer, if such Unbundled Network Elements are for any reason disconnected they shall be made available to AT&T MICHIGAN for future provisioning needs, on the same basis AT&T MICHIGAN holds or reassigns such facilities for its own end user customers, unless such Unbundled Network Element is disconnected in error. CLEC agrees to relinquish control of any such Unbundled Network Element concurrent with the disconnection of CLEC's end user customer service.

4.8.15 CLEC shall make available at mutually agreeable times the Unbundled Network Elements provided pursuant to this Appendix in order to permit AT&T MICHIGAN to test and make adjustments appropriate for maintaining the Unbundled Network Elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will AT&T MICHIGAN perform scheduled maintenance on any CLEC Unbundled Network Element prior to providing reasonable notice to CLEC in advance of performing such maintenance. AT&T MICHIGAN shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any emergency maintenance actions it takes effecting CLEC.

4.8.16 CLEC shall connect equipment and facilities that are compatible with AT&T MICHIGAN's Unbundled Network Elements and shall use Unbundled Network Elements in accordance with all applicable regulatory standards and the requirements of this Agreement. CLEC's use of any AT&T MICHIGAN Unbundled Network Element, or of its own equipment or facilities in conjunction with any AT&T MICHIGAN Unbundled Network Element, will not materially interfere with or impair service over any facilities of AT&T MICHIGAN, 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, AT&T MICHIGAN may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Unbundled Network Element(s) causing the violation.

4.8.17 When an existing end user customer served by AT&T MICHIGAN or another CLEC changes service to CLEC using any AT&T MICHIGAN provided Unbundled Network Element(s), CLEC shall issue appropriate service requests to connect new service to CLEC's end user customer. CLEC's service requests will be processed by AT&T MICHIGAN, and CLEC will be charged the existing Unbundled Network Element service order charge(s) as set forth in the Pricing Appendix.

4.8.17.1 When end user customers already being provided service by AT&T MICHIGAN migrate to CLEC, services will not be modified unless requested by CLEC and any service interruptions will not be discernible to the end user customers.

4.8.17.2 For "As is migrations" see OSS Appendix section 4.5.

4.9 Performance of UNEs

4.9.1 Each Unbundled Network Element will be provided in accordance with industry standards, if applicable.

4.9.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, 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 maybe amended from time to time (the "Network Disclosure Rules").

4.9.3 AT&T MICHIGAN may elect to conduct Central Office switch upgrades or conversions for the improvement of its network. During such upgrades or conversions, CLEC orders for Unbundled Network Elements from and AT&T MICHIGAN's retail service orders for that switch shall be suspended for a period of three days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T MICHIGAN places on itself for orders from its end user customers.

4.9.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for redesigning or rearrangement of its Telecommunications Services that may be required because of changes in facilities, operations, or procedure of AT&T MICHIGAN minimum network protection criteria, or operating or maintenance characteristics of the facilities.

5.0 Intentionally Left Blank

6.0 Transition Procedure for UNEs That Are Declassified During the Term of the Agreement

6.1 The procedure set forth in this Section does not apply to the Declassification events described in Section 21 below which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable Thresholds are met, or where Declassification occurs because Wire Centers/Routes meet the criteria set forth in the FCC's TRO Remand Order (TRRO).

6.2 AT&T MICHIGAN shall only be obligated to provide Section 251 (c)(3) UNEs under this Agreement as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. To the extent an element described as a UNE or an Unbundled Network Element in this Agreement is Declassified or is otherwise no longer a UNE, AT&T MICHIGAN may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other UNEs or other elements or services. Accordingly, in the event one (1) or more elements described as UNEs or as Unbundled Network Elements in this Agreement is Declassified or is otherwise no longer a UNE, AT&T MICHIGAN will identify such Declassified UNEs and provide written Notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During the transitional period prescribed in the FCC order, or if no such transitional period is prescribed, then the parties will mutually agree upon the length of the Transition Period, reasonably taking into the circumstances ("Transitional Period") AT&T MICHIGAN agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written Notice, CLEC will cease ordering elements that are identified as Declassified or as otherwise no longer being available as a UNE in the AT&T MICHIGAN Notice letter. AT&T MICHIGAN reserves the right to review CLEC's orders transmitted to AT&T MICHIGAN and to the extent that CLEC has processed orders and such orders are provisioned after the Transitional Period, such elements are still subject to this Section, including the options set forth in (a) and (b) below, and AT&T MICHIGAN's rights of discontinuance or conversion in the event the options are not accomplished. During the Transitional Period, the following options are available to CLEC with regard to the element(s) identified in the AT&T MICHIGAN Notice, including the combination or other arrangement in which the element(s) were previously provided:

a CLEC may issue a Local Service Request (LSR) or Access Service Request (ASR), as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

b AT&T MICHIGAN and CLEC may agree upon another service arrangement or element (e.g., via a separate agreement at market-based rates to the extent AT&T MICHIGAN offers such an agreement, or an equivalent tariffed AT&T MICHIGAN service, or resale), or may agree that an analogous access product or service may be substituted, if available.

6.3 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of the Transitional Period described in Section 6.2 above, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and/or if CLEC and AT&T MICHIGAN have failed to reach agreement under (b), above, as to a substitute service arrangement or element, then AT&T MICHIGAN may, at its sole option, disconnect the 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.

7.0 Network Interface Device

7.1 The Network Interface Device (NID) Unbundled Network Element is defined as any means of interconnection of end user customer premises wiring to AT&T MICHIGAN's distribution UNE Loop facilities, such as a cross connect 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, AT&T MICHIGAN offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC's access to the NID is offered as specified below.

7.2 AT&T MICHIGAN shall permit CLEC to connect CLEC's loop facilities to on-premises wiring of an end user customer through AT&T MICHIGAN's NID, or at any other technically feasible point including but not limited to MPOE, the single point of interconnection, the pedestal or the pole, in the manner set forth in this section

7.3 Access to Network Interface Device

7.3.1 Due to the wide variety of NIDs utilized by AT&T MICHIGAN (based on end user customer size and environmental considerations), CLEC may access the end user customer's inside wire by any of the following means:

7.3.1.1 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

7.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

7.3.1.3 Request AT&T MICHIGAN 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., CLEC, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

7.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, AT&T MICHIGAN will work with CLEC to develop specific procedures to establish the most effective means of implementing this Section.

7.4 Technical Requirements

7.4.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for AT&T MICHIGAN's facilities, for the distribution media and/or cross connect to CLEC's NID, and shall maintain a connection to ground.

7.4.2 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 CLEC's NID, consistent with the NID's function at the Effective Date of this Agreement.

7.4.3 Where an AT&T MICHIGAN NID exists, it is provided in its "as is" condition. CLEC may request AT&T MICHIGAN do additional work to the NID in accordance with other provisions herein.

7.4.4 The AT&T MICHIGAN NIDs that CLEC uses under this Appendix will be existing NIDs installed by AT&T MICHIGAN to serve its end user customers.

7.4.5 Upon request, AT&T MICHIGAN 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 "Premises Visit" charge (Time and Material) shall apply at charges reflected in Pricing Schedule, except the Premises Visit charge shall not apply if the NID location information provided to CLEC prior to the dispatch request was inaccurate. AT&T

MICHIGAN shall apply Time and Material charges for Premises Visits at parity with what AT&T MICHIGAN charges its retail end user customers.

7.4.6 CLEC shall not attach to or disconnect AT&T MICHIGAN's ground. CLEC shall not cut or disconnect AT&T MICHIGAN's loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7.4.7 Any upgrade and rearrangements to the NID required by CLEC will be performed by AT&T MICHIGAN based on Time and Material charges. AT&T MICHIGAN, at the request of CLEC, will disconnect the AT&T MICHIGAN UNE Loop from the NID at charges reflected in the Pricing Schedule.

7.4.8 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the end user customer's premises wire, or may connect with the end user customer's premises wire via AT&T MICHIGAN's NID where necessary.

7.4.8.1 CLEC, when it has constructed its own NID at a premises can disconnect the end user customer's wiring from AT&T MICHIGAN's NID and reconnect it to CLEC's NID.

8.0 Local Loop

8.1 Intentionally Left Blank

8.2 Consistent with the applicable FCC rules, AT&T MICHIGAN will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T MICHIGAN central office and the UNE Loop demarcation point. Where applicable, the UNE Loop includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to end user customer premises wiring, provided such wire is owned and controlled by AT&T MICHIGAN. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

8.3 When a UNE Local Loop is ordered to a high voltage area, and such loop has not been physically constructed, the Parties understand and agree that such UNE Loop will require High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and CLEC's end user customer. Therefore, any request by CLEC for a UNE Loop to a high voltage area will be submitted by CLEC to AT&T MICHIGAN via the BFR process set forth in Appendix Bona Fide Request, and CLEC shall be required to pay AT&T MICHIGAN for any HVPE that is provisioned by AT&T MICHIGAN to CLEC in connection with CLEC's UNE Local Loop order to the high voltage area.

8.4 AT&T MICHIGAN will provide the following loop types at the rates, terms, and conditions set out in this Appendix and in the Pricing Schedule:

8.4.1 2-Wire Analog Loop

8.4.1.1 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.

8.4.2 4-Wire Analog Loop

8.4.2.1 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.

8.4.3 2-Wire Digital Loop

8.4.3.1 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.

8.4.4 AT&T MICHIGAN DS1 Digital UNE Loop

8.4.4.1 A DS1 Digital UNE Loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 *Digital* UNE Loop supports usable bandwidth up to 1.544 Mbps.

8.4.4.1.1 DS1 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.

8.4.4.1.2 The procedures set forth in Section 21 below will apply in the event DS1 Digital UNE Loops are or have been Declassified.

8.4.5 DS3 Digital Loop

8.4.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from AT&T MICHIGAN's Central Office to the end user customer premises.

8.4.5.1.1 DS3 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.

8.4.5.1.2 The procedures set forth in Section 21 below will apply in the event DS3 Digital UNE Loops are or have been Declassified.

8.4.6 xDSL-Capable Loop

8.4.6.1 See xDSL Appendix

8.5 AT&T MICHIGAN will provide CLEC with access to unbundled Loops regardless of whether AT&T MICHIGAN uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by CLEC. Where available, AT&T MICHIGAN will move the requested unbundled loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) unbundled loop(s) at no additional charge. If, however, no such facilities are available, AT&T MICHIGAN will notify CLEC of the lack of available facilities within two (2) business days.

8.5.1 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC), AT&T MICHIGAN will, where available, provide access to CLEC, by any technically feasible method, on the requested Loop(s) to a spare, existing Physical loop, or a Universal Digital Loop Carrier (UDLC) Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, AT&T MICHIGAN will within two (2) Business Days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

9.0 Dark Fiber

9.1 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. AT&T MICHIGAN will provide Dedicated Transport Dark Fiber segments in Routes that have not been Declassified, AT&T MICHIGAN will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 10.4 below. _ T&T Michigan will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has Collocation space (or has authorization from a third party to terminate dedicated Transport Dark fiber in the third party's collocation space) in each AT&T MICHIGAN central office where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

9.2 Dedicated Transport Dark Fiber charges are set forth in the Pricing Schedule.

9.3 AT&T MICHIGAN is not required to provide Dark Fiber Loop on an unbundled basis.

9.4 Intentionally Left Blank

9.5 Time Frames for ordering UNE Dedicated Transport Dark Fiber shall be consistent with the Performance Measurements Appendix. Available quantities for ordering UNE Dedicated Transport Dark Fiber may be accessed on AT&T CLEC Online website.

9.6 Spare Fiber Inventory Availability and Condition

9.6.1 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 AT&T MICHIGAN's forecasted growth, defective fibers, or fibers subscribed to by other carriers.

9.6.2 Determining Spare Fibers:

9.6.2.1 AT&T MICHIGAN will inventory and track spare dark fibers. Spare fibers do not include the following:

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

Cables with 24 fibers and less: 2 maintenance spare fibers
Cables with 36 and 48 fibers: 4 maintenance spare fibers
Cables with 72 and 96 fibers: 8 maintenance spare fibers
Cables with 144 fibers: 12 maintenance spare fibers
Cables with 216 fibers: 18 maintenance spare fibers
Cables with 288 fibers: 24 maintenance spare fibers
Cables with 432 fibers: 36 maintenance spare fibers
Cables with 864 fibers: 72 maintenance spare fibers

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

9.6.2.1.3 AT&T MICHIGAN growth fibers. Fibers documented as reserved by AT&T MICHIGAN for utilization for growth within the 12 month-period following the carrier's request.

9.6.2.2 The appropriate AT&T MICHIGAN engineering organization will maintain records on each fiber optic cable for which CLEC request dark fiber.

9.7 Quantities and Time Frames for ordering Dark Fiber:

9.7.1 The minimum number of Dark Fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested during any two-year period. Should spare dedicated transport dark fiber fall below 8 strands in a given location, AT&T MICHIGAN will provide no more than a quantity of 2 strands.

9.7.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. For such inquiries, AT&T MICHIGAN shall provide to CLEC information regarding the location and availability. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Pricing Schedule.

9.7.2.1 If dark fiber is available, as determined under this Agreement, AT&T MICHIGAN will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

9.7.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for use by CLEC within thirty (30) business days and charges will apply as outlined in Pricing Schedule.

9.7.3.1 Dark Fiber will be provided in accordance with Telcordia GR-2961 and/or GR-20 for Actual Measured Loss or as those documents may be modified or replaced from time to time.

9.8 Dark Fiber Transport Declassification:

9.8.1 AT&T MICHIGAN shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers, as described in Section 21 As such, AT&T MICHIGAN must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a Wire Center on one or both end(s) of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such Route(s).

9.8.2 Effect on Embedded Base – Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as UNEs under this Agreement, AT&T MICHIGAN will provide written Notice to CLEC of such Declassification, and proceed in accordance with Section 21. At the end of the Notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to CLEC will be terminated without further obligation of AT&T MICHIGAN.

9.8.3 Products provided by AT&T MICHIGAN in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section where such fiber is Declassified.

9.9 Right of Revocation of Access to UNE Dedicated Transport Dark Fiber:

9.9.1 Right of revocation of access to UNE Dedicated Transport Dark Fiber is distinguishable from Declassification. For clarification purposes, AT&T MICHIGAN's right of revocation of access under this Section applies even when the affected Dedicated Transport Dark Fiber remains a UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected Unbundled Network Element may be revoked as provided in this Section.

9.9.2 Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T MICHIGAN provided the fiber(s), AT&T MICHIGAN may revoke CLEC's access to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T MICHIGAN's inventory.

9.10 Reclamation of Dark Fiber

9.10.1 AT&T MICHIGAN may reclaim dark fiber from CLEC upon at least twelve(12) months, whether or not such fiber is being utilized by CLEC, written notice only if:

9.10.1.1 AT&T MICHIGAN negotiates with CLEC in good faith to address CLEC's concerns related to AT&T MICHIGAN's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

9.10.1.2 Upon CLEC request, AT&T MICHIGAN must also demonstrate to the Commission that AT&T MICHIGAN reasonably needs the dark fiber to meet its carrier-of-last-resort responsibilities within twelve (12) months following the reclamation; and

9.10.1.3 If the reclaimed UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the Notice period, AT&T MICHIGAN provides CLEC with an alternative facility with the same bandwidth CLEC was using or had committed to use prior to AT&T MICHIGAN reclaiming the facility, provided that AT&T MICHIGAN shall use commercially reasonable efforts to ensure that the alternative facility does not result in any additional costs or charges to CLEC or reduce the quality of CLEC's services.

9.11 Access Methods specific to Dark Fiber

9.11.1 The termination point for dark fiber at Central Offices will be in an AT&T MICHIGAN approved splitter shelf. This arrangement allows for non-intrusive testing.

9.12 Installation and Maintenance for Dark Fiber

9.12.1 For Installation and Maintenance for UNE Dedicated Transport Dark Fiber, will be in accordance with the Performance Appendix, which standards for ease of access may be reviewed on AT&T's CLEC Online website.

9.12.2 AT&T MICHIGAN will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to CLEC's equipment.

10.0 Sub-Loop Elements

10.1 AT&T MICHIGAN will provide nondiscriminatory access to sub-loop elements on an unbundled basis in accordance with Applicable Law as set forth in this Appendix.

10.2 A sub-loop Unbundled Network Element is defined as any portion of the loop that is technically feasible to access at terminals in AT&T MICHIGAN's outside plant including inside wire. AT&T MICHIGAN shall provide UNE Subloop Distribution elements in accordance with 47 C.F.R. § 51.319(b).

10.3 Definitions pertaining to the Sub-Loop:

10.3.1 "Accessible Terminals" contain cables and their respective wire pairs that terminate on screw posts which allow AT&T MICHIGAN technicians to affix cross-connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

10.3.2 "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.

10.3.3 "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.

10.3.4 Intentionally Left Blank

10.3.5 "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.

10.3.6 Intentionally Left Blank

10.3.7 MTE" for the purpose of Term To NID UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

10.3.8 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

10.3.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

10.3.10 "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 premise.

10.3.11 "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. At the request of CLEC, and subject to charges, AT&T MICHIGAN will construct a SPOI only to those multiunit premises where AT&T has distribution facilities to the premises and AT&T either owns, controls, or leases the inside wire, if any, at such premises. If AT&T has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, end user customer at such premises, it is not obligated to construct a SPOI. AT&T-'s obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a 251(c)(3) UNE Subloop via a SPOI.

10.3.12 "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.

10.3.13 "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 premises.

10.4 AT&T MICHIGAN will offer the following types of subloop elements including, but not limited to:

10.4.1 2-Wire Analog Subloop provides a 2-wire loop (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

10.4.2 4-Wire Analog Subloop provides a 4-wire loop (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).

10.4.3 4-Wire Analog Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

10.4.4 Intentionally Left Blank

10.4.5 2-Wire / 4-Wire DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL).

10.4.6 2-Wire / 4-Wire DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL).

10.4.7 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.

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

10.6 Access to Subloops:

10.6.1 Access to terminals for subloops is defined to include:

10.6.1.1 any technically feasible point, including but not limited to, the point near the end user customer's 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),

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

10.6.1.3 the Terminal (underground or aerial),

10.6.1.4 the Single Point of Interconnection (SPOI)

10.7 AT&T MICHIGAN shall provide access to the following subloop segments:

FROM		TO
Serving Area Interface or Feeder	Distribution Interface	Terminal
Serving Area Interface or Feeder	Distribution Interface	Network Interface Device
Terminal		Network Interface Device
SPOI (Single Point of Interface) [1]		Terminal

10.8 Provisioning:

10.8.1 In the case of Subloop Access Arrangement only, CLEC must provide to AT&T MICHIGAN the Connecting Facility Arrangement (CFA) assignments. CFA assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

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

10.8.3 Provisioning intervals for subloops shall be governed by AT&T MICHIGAN specific interval for the stand-alone, full Unbundled Network Element in accordance with the Performance Appendix, which standards for ease of access may be reviewed on AT&T's CLEC Online website. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

10.9 Maintenance:

[1] In addition, if CLEC requests an Interconnection Point which has not been identified, CLEC will need to submit a BFR.

10.9.1 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 AT&T MICHIGAN switch/testing equipment will be lost.

10.9.2 Once Subloop Access Arrangements have been completed and balance of payment due AT&T MICHIGAN is received, CLEC may place LSRs for subloops at this location. Prices at which AT&T MICHIGAN agrees to provide CLEC with Unbundled Network Elements are contained in Pricing Schedule.

10.9.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, SPOI or NID where CLEC has a SAA, AT&T MICHIGAN's 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 CLEC's cabling require replacement, AT&T MICHIGAN will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

10.10 Subloop Access Arrangements:

10.10.1 Prior to ordering UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will obtain authorization to use a third party's collocation space or will establish a UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T MICHIGAN UNE Subloop network.

10.10.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC may initiate a Special Construction Arrangement (SCA) by submitting a Subloop Access Arrangement Application or inquiry.

10.10.3 Upon receipt of a complete and correct application, AT&T MICHIGAN will provide to CLEC 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 CLEC 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.

10.10.4 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.

10.10.5 Subloop inquiries do not serve to reserve subloop(s).

10.10.6 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.

10.10.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T MICHIGAN has placed the equipment necessary for the Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.

10.10.8 Where CLEC requires physical access to subloops, CLEC shall have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for both CLEC and AT&T MICHIGAN to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

10.10.9 Construction of the Subloop Access Arrangement shall be completed within ninety (90) days of CLEC submitting to AT&T MICHIGAN 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. AT&T MICHIGAN will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way as defined in Section 6.9.8. In the event CLEC disputes the estimate for an Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in this Agreement, AT&T MICHIGAN will proceed with construction of the Subloop Access Arrangement upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC

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.

10.10.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with an AT&T MICHIGAN technician. If CLEC desires test access to the Subloop Access Arrangement, CLEC should place its own test point in its cable prior to cable entry into AT&T MICHIGAN's interconnection point.

10.10.11 A non-binding CLEC forecast shall be required as a part of the request for a Subloop Access Arrangement, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T MICHIGAN to properly engineer access to each SAI and to ensure AT&T MICHIGAN does not provide more available terminations than CLEC expects to use.

10.10.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFAs 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.

10.10.13 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 CLEC expense.

10.10.14 In the event CLEC elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, CLEC shall pay AT&T MICHIGAN for removal of their facilities from such arrangement.

10.11 Subloop Access Arrangement (SAA) Access Points:

10.11.1 SAI/FDI, ECS, SPOI, or Terminal

10.11.1.1 CLEC cable to be terminated in an AT&T MICHIGAN SAI/FDI, or Terminal, shall consist of 22 or 24-guage 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. CLEC's Aerial cables should be aircore.

10.11.1.2 CLEC 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 AT&T MICHIGAN will terminate on available binding posts in the SAI/FDI or Terminal.

10.11.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T MICHIGAN will stub out a cable from the SAI/FDI or Terminal, which AT&T MICHIGAN will splice to CLEC's cable at the meet point.

10.11.1.4 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.

10.11.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if CLEC and AT&T MICHIGAN are mutually agreeable, AT&T MICHIGAN may increase capacity of the SAI/FDI by the method of its choice, for which CLEC will be charged a portion of the expense to be determined by duly authorized CLEC and AT&T MICHIGAN engineers for the purpose of allowing CLEC to terminate its cable at the SAI/FDI.

10.11.1.6 Exhausted termination points in a terminal - When a terminal's termination points are all terminated to assignable cable pairs, AT&T MICHIGAN may choose to increase the capacity of the terminal or, upon CLEC's request, to construct an adjacent termination facility to accommodate the CLEC facilities for which CLEC will be charged.

10.12 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

10.12.1 AT&T MICHIGAN shall notify CLEC of pending relocation as soon as AT&T MICHIGAN receives such notice.

10.12.2 CLEC shall notify AT&T MICHIGAN of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

10.12.3 AT&T MICHIGAN shall then provide CLEC 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 by CLEC and AT&T MICHIGAN engineers.

10.12.4 CLEC shall notify AT&T MICHIGAN of acceptance or rejection of the new SCA within ten (10) business days of its receipt of AT&T MICHIGAN's estimate.

10.12.5 Upon acceptance of the AT&T MICHIGAN estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T MICHIGAN of their acceptance of estimate costs.

10.12.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T MICHIGAN as to the date that AT&T MICHIGAN may remove CLEC's facilities from that SAA. CLEC will pay AT&T MICHIGAN for all costs associated with the removal of CLEC's SAA.

10.12.7 In the event that CLEC does not respond to AT&T MICHIGAN in time to have their facilities relocated, AT&T MICHIGAN shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not to pay this bill, CLEC's facilities will be removed from the site upon thirty (30) days notice to CLEC.

11.0 Engineering Controlled Splice (ECS)

11.1 AT&T MICHIGAN will make available an Engineering Controlled Splice (ECS), which will be owned by AT&T MICHIGAN, for CLEC to gain access to subloops at or near remote terminals.

11.2 The ECS shall be made available for SAAs utilizing the SCA.

11.2.1 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 AT&T MICHIGAN will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If AT&T MICHIGAN 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.

11.2.2 CLEC 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 AT&T MICHIGAN places more pairs at the splice.

11.2.3 For the ECS, AT&T MICHIGAN 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 AT&T MICHIGAN will construct the engineering controlled splice, the ECS maybe owned by AT&T MICHIGAN or the CLEC (depending on the specific arrangement) at the option of AT&T MICHIGAN.

11.2.4 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.

11.2.5 AT&T MICHIGAN may require a separate SCA for each remote terminal site.

11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop 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. AT&T MICHIGAN will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 6.9.8. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T MICHIGAN will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

11.3 CLEC will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

11.3.1 Dedicated Facility Option (DFO)

11.3.1.1 CLEC may request AT&T MICHIGAN splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.

11.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

11.3.1.3 CLECs will compensate AT&T MICHIGAN for each of the dedicated subloop facilities, based on recurring subloop charges for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.

11.3.2 Cross-connected Facility Option (CFO)

11.3.2.1 CLEC may request AT&T MICHIGAN build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

11.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T MICHIGAN cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T MICHIGAN cabling.

11.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

11.3.2.4 CLECs will compensate AT&T MICHIGAN for the charges incurred by AT&T MICHIGAN derived from the CLEC's request for the SCA.

12.0 Unbundled Dedicated Transport

12.1 AT&T MICHIGAN will provide Unbundled Dedicated Transport (UDT) as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps).

AT&T MICHIGAN shall:

12.1.1 Provide CLEC exclusive use of facilities dedicated to a particular end user customer or carrier.

12.1.2 Permit, to the extent technically feasible, CLEC to connect such unbundled dedicated facilities to, CLEC's collocated facilities and other Network Elements provided by CLEC, a third party or AT&T MICHIGAN.

12.1.3 Permit, to the extent technically feasible, CLEC to obtain the functionality provided by AT&T MICHIGAN's digital cross-connect systems in the same manner that AT&T MICHIGAN provides such functionality to inter-exchange carriers.

12.2 AT&T MICHIGAN will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Unbundled Dedicated Transport.

12.2.1 Maintenance. Unbundled Dedicated Transport shall be maintained in accordance with the procedures applicable to special access services.

12.2.2 Ordering. Unbundled Dedicated Transport shall be ordered in accordance with the procedures applicable to special access services. CLEC may order unbundled transport Unbundled Network Elements between the same locations in a single order, subject to the Thresholds set forth in Section 20 below. All such elements must have the same requested due date. To the extent that the unbundled transport can be made available with reasonable effort, AT&T MICHIGAN will provide it in accordance with CLEC's requested interval.

12.3 UDT includes the following elements, but is not limited to:

12.3.1 The facilities used to provide Dedicated Transport.

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12.3.3 Multiplexing for UDT is only available when ordered at the same time as UDT.

12.3.3.1 Multiplexing

12.3.3.1.1 DS3 to DS1 Multiplexing. An arrangement that converts an unbundled DS3 channel operating at a terminating speed of 44.736 mbps to 28 DS1 channels operating at a terminating speed of 1.544 mbps using digital time division multiplexing.

12.3.3.1.2 DS1 to DS0/Voice Grade Multiplexing. An arrangement that converts a DS1 (1.544 mbps only) channel to 24 channels for use with direct analog service, base rate service.

12.4 Diversity

12.4.1 When requested by CLEC and where facilities exist, physical diversity shall be provided for Unbundled Dedicated Transport. When CLEC requests physical diversity and facilities do not exist at the time of CLEC's request, CLEC may request such diversity via the BFR process. 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.

12.4.2 AT&T MICHIGAN shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible and where such facilities exist. When additional costs are incurred by AT&T MICHIGAN for CLEC specific diversity, AT&T MICHIGAN will advise CLEC of the applicable additional charges. AT&T MICHIGAN will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

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13.0 Operations Support Systems Functions

13.1 AT&T MICHIGAN shall provide nondiscriminatory access, in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an unbundled basis to CLEC for the provision of a Telecommunications Service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T MICHIGAN's databases and information. AT&T MICHIGAN, as part of its duty to provide access to the pre-ordering function, must provide CLEC with nondiscriminatory access to the same detailed information about the loop that is available to AT&T MICHIGAN. Access to OSS is available as described in Appendix OSS.

14.0 Cross Connects

14.1 Pricing for cross connects for AT&T MICHIGAN are provided as set forth in Pricing Schedule.

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16.0 New Combinations Involving UNEs

16.1 Subject to the provisions hereof and upon CLEC request, AT&T MICHIGAN shall meet its combining obligations involving UNEs as to the extent required by FCC rules and orders.

16.2 To the extent CLEC requests a combination for which AT&T MICHIGAN does not have methods and procedures in place to provide such combination, rates and/or methods or procedures for such combination may be developed pursuant to the Bona Fide Request (BFR) process described in Appendix 08 - Bona Fide Request. Where electronic ordering is not available, manual ordering shall be used.

16.3 AT&T MICHIGAN will charge CLEC the applicable recurring and nonrecurring charges for each individual UNE and/or combinations as set forth in the Pricing Schedule.

16.4 Without affecting the other provisions hereof, upon request, AT&T MICHIGAN shall perform the functions necessary to combine UNEs in any manner, even if those elements are not ordinarily combined in AT&T MICHIGAN's network,

provided that: the UNE combining obligations referenced in this Section apply only in situations where each of the following is met:

16.4.1 it is technically feasible, including that network reliability and security would not be impaired;

16.4.2 AT&T MICHIGAN's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

16.4.3 AT&T MICHIGAN would not be placed at a disadvantage in operating its own network; it would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T MICHIGAN's network; and

16.4.4 CLEC is either unable to make the combination itself; or a new entrant and is unaware that it needs to combine certain UNEs to provide a Telecommunications Service, but such obligation under this Section ceases if AT&T MICHIGAN informs CLEC of such need to combine.

16.5 For purposes of Section 16.4 above and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation in CLEC's Collocation space.

16.6 AT&T MICHIGAN shall provide UNEs in a manner that allows CLEC to combine such network elements in order to provide a telecommunications service. Except upon request, AT&T MICHIGAN shall not separate requested network elements that AT&T MICHIGAN currently combines. Upon request, AT&T MICHIGAN shall perform the functions necessary to combine UNEs with elements possessed by the CLEC in any technically feasible manner. If AT&T MICHIGAN denies a request to combine unbundled network elements pursuant to subsections 16.4.1, 16.4.2, or 16.4.3, AT&T MICHIGAN must prove to the Commission that the requested combination either (i) is not technically feasible, (ii) would impede AT&T MICHIGAN's ability to retain responsibility for the management, control, and performance of its own network or (iii) would undermine the ability of other carriers to obtain access to UNEs or to interconnect with AT&T MICHIGAN network.

17.0 Conversions

17.1 Conversion of Wholesale Services to UNEs

17.1.1 Upon request, AT&T MICHIGAN 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 Appendix, 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.)

17.1.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T MICHIGAN 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. AT&T MICHIGAN 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, AT&T MICHIGAN agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

17.1.2.1 For UNE conversion orders for which AT&T MICHIGAN has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T MICHIGAN 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 AT&T MICHIGAN may charge service order charges and/or record change charges, as applicable.

17.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, AT&T MICHIGAN 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. AT&T MICHIGAN may charge applicable service order charges or record change charges.

17.1.3 AT&T MICHIGAN 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 customer'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, AT&T MICHIGAN shall accomplish such conversions in a manner to minimize a disruption detectable to the end user customer. Where necessary or appropriate, AT&T MICHIGAN and CLEC shall coordinate such conversions

17.1.3.1 Where no physical work is required, AT&T MICHIGAN shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record charge, associated with any conversion. Any conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.

17.1.4 AT&T MICHIGAN shall perform any conversion from a wholesale service or group of wholesale services to an 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 discernible to the end user customer.

17.1.5 Except as provided in 17.1.2, in requesting a conversion of an AT&T MICHIGAN service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T MICHIGAN service sought to be converted.

18.0 EELs

18.1 AT&T MICHIGAN agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T MICHIGAN 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 18.0 and subject to this Section 18.1, AT&T MICHIGAN 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.

18.2 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 18.2 and 18.3. 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 18.3.4 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.

18.3 AT&T MICHIGAN shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Appendix. AT&T MICHIGAN shall provide access to the High-Cap EELS (Sections 18.2(A) and 18.2(B)) only when CLEC satisfies the following service eligibility criteria:

18.3.1 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. AT&T MICHIGAN hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

18.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T MICHIGAN. Provided that AT&T MICHIGAN has received such self certification from CLEC, AT&T MICHIGAN 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.

18.3.1.1.1 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.

18.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL pursuant to TRO Rule 51.318(b)(2):

(i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).

(ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;

(iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.

(iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 18.3.4, of this Appendix;

(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 18.3.5 of this Appendix;

(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 18.3.5 of this Appendix; and

(vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

18.3.3 The criteria set forth in this Section 18 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 18.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 18.2 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.

18.3.4 Pursuant to the collocation terms and conditions in this Agreement, a collocation arrangement meets the requirements of Section 18 of this Appendix if it is:

(A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T MICHIGAN's premises within the same LATA as the customer's premises, when AT&T MICHIGAN is not the collocator; or

(B) Established pursuant to any collocation type defined in any AT&T MICHIGAN Tariff to the extent applicable, or any applicable CLEC interconnection agreement.

(C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.

18.3.5 Pursuant to the network interconnection terms and conditions in this Agreement, an interconnection trunk meets the requirements of Sections 18.3.2(v) and 18.3.2(vii) of this Appendix if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

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18.3.7 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 18.3 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 AT&T MICHIGAN written notification. Upon CLEC's self-certification of compliance, in accordance with this Appendix, AT&T MICHIGAN shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL

18.3.8 AT&T MICHIGAN may audit CLEC's compliance with service eligibility criteria as defined in Section 18.3.2 ("Eligibility Criteria") by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Michigan with the conditions set out in Section 18. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T MICHIGAN's written notice that an audit will be performed for Michigan.

18.3.8.1 To invoke its limited right to audit, AT&T MICHIGAN will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELs for which AT&T MICHIGAN alleges non-compliance and the cause upon which AT&T MICHIGAN rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which AT&T MICHIGAN 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 AT&T MICHIGAN seeks to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.

18.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.

18.3.8.3 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.

18.3.8.4 AT&T MICHIGAN shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the Michigan Commission. Prior to bringing a dispute to the Michigan Commission under this section, however, CLEC shall provide notice of the dispute to AT&T MICHIGAN so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the Michigan Commission until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to AT&T MICHIGAN and the rates and charges CLEC would have owed AT&T MICHIGAN beginning from the date that the non-compliance of the High-Cap EEL

with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to AT&T MICHIGAN to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 45 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following AT&T MICHIGAN's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Michigan Commission within such 45-day time period, AT&T MICHIGAN may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which the High-Cap EEL does not meet the criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T MICHIGAN and AT&T MICHIGAN shall retain any disputed amounts already paid by CLEC.

18.3.8.5 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 AT&T MICHIGAN 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 AT&T MICHIGAN 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 18.3.8.5 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.

18.3.8.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELs that were audited, AT&T MICHIGAN must reimburse CLEC for all of its reasonable costs associated with the audit.

18.3.8.7 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.

18.3.8.8 AT&T MICHIGAN can seek such an audit for any particular High-Cap EEL for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report and (ii) the twenty-four (24) month period immediately preceding the date notice of such audit is provided to CLEC, but in any event not prior to the date the circuit was established.

18.3.8.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 18 is limited to two years prior to the date of the Notice of Audit.

18.4 Provisioning for EELs

18.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T MICHIGAN from CLEC's collocation arrangement.

18.4.2 AT&T MICHIGAN 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.

18.4.3 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 18.

18.5 Intentionally Left Blank

18.6 Other than the service eligibility criteria set forth in this Section, AT&T MICHIGAN shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer Unbundled Network Element

19.0 TRO Affected Elements

19.1 TRO-Affected Elements. AT&T MICHIGAN shall not be required to provide the following to CLEC as unbundled network elements under Section 251 pursuant to the FCC's Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

(i) Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T MICHIGAN's networks.) In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to obtain interconnection facilities (entrance facilities or dedicated transport) pursuant to Section 251(c)(2) of the Act or to obtain access to such facilities at the same rates for dedicated transport as set forth in the Pricing Schedule

(ii) OCn level dedicated transport[2];

(iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops)

(iv) OCn loops;

(v) the feeder portion of the loop as a stand alone UNE under Section 251;

(vi) packet switching, including routers and DSLAMs;

(vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities;

(viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except to the extent that AT&T MICHIGAN has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T MICHIGAN will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis pursuant to Section 11.1.2 of this Appendix;

(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.

19.2 Cessation TRO Affected Elements - New Orders. AT&T MICHIGAN 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).

19.3 In addition to those Transition Periods set forth in other sections of this Appendix, and without limiting the same, AT&T MICHIGAN and CLEC will abide by the following transitional procedures with respect to the TRO Effected Elements:

19.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 19.1 of this Appendix, AT&T MICHIGAN 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 19.1 of this Appendix herein ("Identified Facility"). For purposes of the Agreement and this Appendix, such Identified Facilities shall be considered TRO Affected Elements.

19.3.2 For any TRO Affected Element that AT&T MICHIGAN provides notice, AT&T MICHIGAN 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 AT&T MICHIGAN pursuant to Section 19.3.1 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.

19.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge. AT&T MICHIGAN 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 customer'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, AT&T MICHIGAN shall accomplish such conversions in a manner to minimize a disruption detectable to the end user customer. Where necessary or appropriate, AT&T MICHIGAN and CLEC shall coordinate such conversions.

19.4 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 19.1.3.2(i), above, and if CLEC and [AT&T MICHIGAN] have failed to reach agreement, under subparagraph 19.1.3.2(ii), above, as to a substitute service arrangement or element, then [AT&T MICHIGAN] 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.

20.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport

20.1 Pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

20.1.1 Dark Fiber Unbundled Loops. Pursuant to Rule 51.319(a)(6)(i), AT&T MICHIGAN is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

20.1.2 DS1 Loops. Pursuant to Rule 51.319(a)(4)(i), AT&T MICHIGAN shall provide CLEC, upon CLEC's request and where available, 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 21.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T MICHIGAN in that Wire Center, or any Buildings served by that Wire Center, except as otherwise set forth in this Appendix. In addition, CLEC will cease ordering and AT&T MICHIGAN will cease processing orders for such DS1 Digital UNE Loops in such Wire Center(s) when such DSI Digital UNE Loops are no longer available to CLEC.

20.1.2.1 Pursuant to Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.

20.1.3 DS3 Loops. Pursuant to Rule 51.319(e)(2), AT&T MICHIGAN shall provide CLEC, upon CLEC's request and where available, 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 21.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T MICHIGAN in that Wire Center, or any Buildings served by that Wire Center. In addition, CLEC will cease ordering and AT&T MICHIGAN will cease processing orders for such DS1 Digital UNE Loops in such Wire Center(s) when such DSI Digital UNE Loops are no longer available to CLEC."

20.1.3.1 Pursuant to Rule 51.319(e)(2), CLEC may obtain a maximum of a single unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

20.1.4 DS1 Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) AT&T MICHIGAN shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the Wire Center meets the requirements of Section 21 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 21.1.9 of this Appendix, no future DS1 Unbundled Dedicated Transport will be required of AT&T MICHIGAN on such routes, except as otherwise set forth in this Appendix.

20.1.4.1 Pursuant to Rule 51.319(3), a requesting CLEC may obtain a maximum of ten Unbundled DS1 Dedicated Transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

20.1.5 DS3 Unbundled Dedicated Transport. Pursuant to 51.319(e)(2), AT&T MICHIGAN shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 21 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 2.1.9 and 2.1.10 of this Appendix, no future DS3 Unbundled Dedicated Transport will be required of AT&T MICHIGAN on such routes, except as otherwise set forth in this Appendix.

20.1.5.1 Pursuant to Rule 51.319(e)(2), a requesting CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

20.1.6 Dark Fiber Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) AT&T MICHIGAN 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 21 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 2.1.9 and 2.1.10 of this Appendix, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T MICHIGAN on such routes, except as otherwise set forth in this Appendix.

20.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. Pursuant to Rules 51.319(a)(4)(iii) for DS1 Loops, Rule 51.319(a)(5)(iii) for DS3 Loops, Rule 51.319(e)(2)(C) for DS1 dedicated transport and 51.319(e)(iii)(C) for DS3 dedicated transport, for a 12-month period beginning on the effective date of the TRRO any such Unbundled Network Elements that are no longer required to be provided pursuant to Section 251 as outlined in Section 20.1 above, [AT&T MICHIGAN] shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on March 11, 2006. Dark Fiber Loops, pursuant to Rule 51.319(a)(6), and Dark Fiber Dedicated Transport, pursuant to Rule 51.319(e)(2)(iv)B), are no longer required

to be provided pursuant to Section 251. AT&T MICHIGAN shall continue to provide CLEC's Embedded Base of the High-Capacity Dark Fiber Transport arrangements for an 18-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on September 11, 2006.

20.2.1 During the transition periods defined in Section 20.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, pursuant to Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15% effective as of March 11, 2005. CLEC shall be fully liable to AT&T MICHIGAN 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.

20.2.2 Where AT&T MICHIGAN is no longer required to provide the Unbundled Loops and Transport as defined in Section 20.1 of this Appendix, 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 AT&T MICHIGAN by the end of the transition period.

20.2.2.1 AT&T MICHIGAN 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 customer'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, AT&T MICHIGAN shall accomplish such conversions in a manner to minimize any disruption detectable to the end user customer. Where necessary or appropriate, AT&T MICHIGAN and CLEC shall coordinate such conversions.

20.2.2.2 Where no physical work is required, AT&T MICHIGAN shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.

20.2.2.3 Intentionally Left Blank

20.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T MICHIGAN requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T MICHIGAN, 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 AT&T MICHIGAN requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T MICHIGAN, AT&T MICHIGAN shall disconnect such arrangements.

21.0 Non-Impaired Wire Center Criteria and Related Processes

21.1 AT&T MICHIGAN 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 2.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 2.1.9 and 2.1.10 have been met. AT&T MICHIGAN's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders

based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T MICHIGAN 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 21.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 21.0.

If the Michigan Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 2.1.8, 2.1.9 or 2.1.10, 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 2.1.8, 2.1.9 or 2.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T MICHIGAN wire center non-impairment designation, the CLEC will provide a self-certification to AT&T MICHIGAN 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 AT&T MICHIGAN as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T MICHIGAN claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T MICHIGAN. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T MICHIGAN shall provision the requested facilities in accordance with CLEC's order and within AT&T MICHIGAN's standard ordering interval applicable to such facilities. If AT&T MICHIGAN in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 21.0, AT&T MICHIGAN will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

21.1.1 The parties recognize that wire centers that are not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T MICHIGAN may add the wire center to the list of designated wire centers and the Parties will use the following process:

21.1.1.1 AT&T MICHIGAN may update the wire center list as changes occur, but may not update the list more frequently than one time during any given six month period.

21.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T MICHIGAN will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

21.1.1.3 AT&T MICHIGAN 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.

21.1.1.4 In the event the CLEC disagrees with AT&T MICHIGAN'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 21.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T MICHIGAN. If the CLEC does not self-certify within this 60 day period, then the rights and obligations of the parties will be governed by Section 21.1.1.5 and/or Section 21.10 as may be appropriate.

21.1.1.5 If the CLEC does not use the self-certification process described in Section 21.0 to self-certify against AT&T MICHIGAN's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All Transitional Periods apply from the date of the

Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. During the Applicable Transitional Period, CLEC may not obtain new (not ordered prior to the Applicable Transitional Period) DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been listed as declassified by AT&T MICHIGAN in an Accessible Letter, except as otherwise provided for under Section 21.10 of this Appendix.

21.1.1.6 If the CLEC does provide self-certification to dispute AT&T MICHIGAN's designation determination within 60 calendar days of the issuance of the Accessible Letter pursuant to Section 21.1.1.4, or after such time pursuant to Section 21.10 herein, AT&T MICHIGAN may dispute CLEC's self-certification as described in Sections 21.1.3 and 21.1.4, and AT&T MICHIGAN will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

21.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

21.1.2 If the Michigan Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 2.1.8, 2.1.9 or 2.1.10, 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.

21.1.3 In the state of Michigan, if it desires to do so, AT&T MICHIGAN can dispute the self-certification and associated CLEC orders for facilities pursuant to Michigan Commission-established procedures set forth by the Commission in Case No. U-14447. AT&T MICHIGAN shall serve CLEC with a copy of any AT&T MICHIGAN filing contesting any Self Certification of any carrier so CLEC is fully apprised to potential Commission determination under the process set forth in Case No. U-14447 regarding non-impairment of wire centers. In accordance with the requirements of Case No. U-14447, AT&T MICHIGAN's failure to file a timely challenge, i.e., 10 calendar days after the self certification, to any CLEC's Self Certification for a given Wire Center shall be deemed a waiver by AT&T MICHIGAN of its rights to challenge any subsequent Self Certification for the affected Wire Center. AT&T MICHIGAN shall promptly notify CLEC of any time where AT&T MICHIGAN has waived its ability to challenge a Self-Certification as to any Wire Center for carrier; and such waiver shall constitute a waiver of AT&T MICHIGAN to challenge any CLEC Self-Certification pertaining to the same Wire Center unless the underlying facts pertaining to the impairment of non-impairment have changed in which case the Parties will follow the provisions for updating the wire center list outlined in Section 21.1.1. During the timeframe of any dispute resolution proceeding, AT&T MICHIGAN shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If CLEC's Self Certification is ultimately found to be in error by the Commission, CLEC will convert the affected facilities ordered in the wire center to an alternative service arrangement and shall be required to pay AT&T MICHIGAN the differential of the initial rates charged to the rate of the analogous service converted to based on the date that the facility was installed or the wire center was initially identified by AT&T MICHIGAN as being non impaired, whichever is later. The initial rates charged will include only charges reflected in the underlying interconnection agreement or tariff, if applicable, and will not include any analogous service elements or the increase referenced in Section 21.1.1.7. Any late payment charges, penalties, or interest associated with the true-up amount is waived for the period the affected facilities were in place plus 30 (thirty) days after the date the self-certification was found in error. Except as otherwise required by the Commission in any challenge permitted by Case No. U-14447, AT&T MICHIGAN shall not be permitted to audit CLEC's Self Certification. If AT&T MICHIGAN's challenge to CLEC's Self Certification is rejected or not accepted by the Commission, or if AT&T MICHIGAN has waived its ability to challenge CLEC's Self-Certification, then AT&T MICHIGAN must treat the Self Certification as being valid and AT&T MICHIGAN shall continue to provide the facilities in question to CLEC at the rates in the Pricing Appendix to the Agreement.

21.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T MICHIGAN will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T MICHIGAN intends to rely, which will include the detailed business line information for the AT&T MICHIGAN wire center or centers that are the subject of the dispute. Any requests for additional information shall be resolved through the discovery process as described in the Commission's March 29, 2005 Order in Case No. U-14447.

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21.3 The provisions of Section 20.1.1.5 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Cross-connects provided by AT&T MICHIGAN 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.

21.4 AT&T MICHIGAN will process orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection consistent with the end of the applicable transitional period identified in Section 21.1.1.5. AT&T MICHIGAN will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC.

21.5 A building that is served by both an impaired wire center and a non impaired wire center and that is located in the serving area of the impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

21.6 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 21.1.1.5 above, and if CLEC and AT&T MICHIGAN have failed to reach agreement under Section 21.1.3 above as to a substitute service arrangement or element, then AT&T MICHIGAN 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.

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21.10 When more than 60 days from the issuance of an AT&T MICHIGAN 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. AT&T MICHIGAN may dispute CLEC's self-certification as described in Section 21.1.3 through 21.1.4, and AT&T MICHIGAN will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

22.0 Commingling and Commingled Arrangements

22.1 AT&T MICHIGAN shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T MICHIGAN. Where AT&T MICHIGAN (or where one of the AT&T MICHIGAN RBOC affiliates in Illinois, Indiana, Ohio and Wisconsin) provides a particular Commingled Arrangement to any CLEC, AT&T MICHIGAN shall also be obligated to provision that Commingled Arrangement under this Agreement. The types of Commingled Arrangements which AT&T MICHIGAN 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. AT&T MICHIGAN's Commingled Arrangements posted to CLEC-Online as of May 1, 2005 as available and fully tested on an end-to-end basis from ordering through provisioning and billing, include the following:

i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux

ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#

iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#

iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#

v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#

vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux

vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#

viii. UNE loop to special access multiplexer

The following Commingled Arrangements posted to CLEC-Online as of May 1, 2005 will be available upon the completion of testing on an end-to-end basis from ordering through provisioning and billing. Such testing will be completed no later than June 15, 2005.

ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#

x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#

xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#

xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#

xiii. While not a commingling arrangement, AT&T MICHIGAN will support the connection of high-capacity loops to a special access multiplexer.

# Indicates that FCC's mandatory eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

22.1.1 To the extent that AT&T MICHIGAN requires the CLEC to submit orders for the commingling arrangements included in 22.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

22.1.2 For any commingling arrangement the CLEC desires that is not included in Section 22.1 of this Appendix, or subsequently established by AT&T MICHIGAN, CLEC shall request any such desired commingling arrangement and AT&T MICHIGAN 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, AT&T MICHIGAN will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

22.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, AT&T MICHIGAN shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T MICHIGAN (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 22.0 of this Appendix.

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22.4 For example, without limitation of this provision, AT&T MICHIGAN 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, AT&T MICHIGAN will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T MICHIGAN 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 18.3.4 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.

22.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Appendix, AT&T MICHIGAN 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 AT&T MICHIGAN (as well as requests where CLEC also wants AT&T MICHIGAN to complete the actual Commingling), except that AT&T MICHIGAN 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 AT&T MICHIGAN's network. Subject to the terms and conditions of the Agreement and this Appendix, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T MICHIGAN, and AT&T MICHIGAN 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 AT&T MICHIGAN.

22.6 AT&T MICHIGAN 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 AT&T MICHIGAN. 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 AT&T MICHIGAN 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.

22.7 When CLEC purchases Commingled Arrangements from AT&T MICHIGAN, AT&T MICHIGAN shall charge CLEC element-by-element and service-by-service rates. AT&T MICHIGAN 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.

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22.10 Unless expressly prohibited by the terms of this Appendix, AT&T MICHIGAN shall permit CLEC to connect an Unbundled Network Element or a Combination of Unbundled Network Elements with wholesale (i) services obtained from AT&T MICHIGAN, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle Unbundled Network Elements or Combinations of Unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T MICHIGAN.

23.0 Routine Network Modifications

23.1 Routine Network Modifications – UNE Local Loops

23.1.1 AT&T MICHIGAN shall make all routine network modifications to UNE Local Loop facilities used by requesting telecommunications carriers where the requested UNE Local Loop facility has already been constructed. AT&T MICHIGAN 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.

23.1.2 A routine network modification is an activity that AT&T MICHIGAN regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own

customers, Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

23.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals; or removing or reconfiguring packetized transmission facility. AT&T MICHIGAN is not obligated to perform the above stated activities for a requesting telecommunications carrier.

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23.1.6 Where expenses resulting from routine network modifications are not already recovered by either monthly recurring or non-recurring rates paid by the CLEC to access a UNE, AT&T MICHIGAN shall provide routine network modifications at the rates, terms and conditions set out in this Appendix, and in the state specific Pricing Schedule. AT&T MICHIGAN will be required to substantiate any charges for Routine Network Modifications that it believes are not included in costs already recovered through existing, applicable recurring and non-recurring charges. Until such time as the parties agree or the state commission determines that AT&T MICHIGAN is allowed to assess additional charges for any specific routine network modification, beyond its already established monthly recurring and non-recurring charges for accessing a UNE, AT&T MICHIGAN will assess no such charge. While the parties negotiate any such additional charge or during the period wherein a state commission is reaching a decision related to such charges, AT&T MICHIGAN will nonetheless undertake the routine network modification at the CLEC's request without delay. If agreement is reached or a commission decision is entered allowing AT&T MICHIGAN to recover additional expenses associated with the specific routine network modification at issue, the CLEC agrees to be responsible for such charges if it has requested AT&T MICHIGAN to perform the work.

23.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

23.2.1 AT&T MICHIGAN shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by requesting telecommunications carriers where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. AT&T MICHIGAN 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.

23.2.2 A routine network modification is an activity that AT&T MICHIGAN 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.

23.2.3 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. AT&T MICHIGAN is not obligated to perform the above stated activities for a requesting telecommunications carrier. However, when a CLEC purchases Dark Fiber, AT&T MICHIGAN shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

24.0 FTTH Loops, FTTC Loops, and Retirement of Copper Loops

24.1 The following items shall apply to FTTH and FTTC Loops.

24.1.1 New Builds. AT&T MICHIGAN shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T MICHIGAN has deployed such a Loop to premises that previously was not served by any AT&T MICHIGAN Loop.

24.1.2 Overbuilds. AT&T MICHIGAN shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T MICHIGAN has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

(a) AT&T MICHIGAN 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 AT&T MICHIGAN retires the copper Loop pursuant to the terms of Section 24.1.3.

(b) If AT&T MICHIGAN maintains the existing copper Loop pursuant to this Section 24.1.2, AT&T MICHIGAN 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, AT&T MICHIGAN 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 Appendix.

(c) If AT&T MICHIGAN retires the copper Loop pursuant to Section 24.1.3 below, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available.

24.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T MICHIGAN must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in 47 C.F.R. 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a Copper Loop when AT&T MICHIGAN submits its notice pursuant to the foregoing sentence, AT&T MICHIGAN shall also (i) provide CLEC with a copy of such Short Term notice via an accessible letter and (ii) perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T MICHIGAN's Generic Interconnection Agreement.

24.1.4 AT&T MICHIGAN 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, AT&T MICHIGAN'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, AT&T MICHIGAN will comply with 47 CFR 51.325 through 51.335, and any applicable state requirements.

24.2 Hybrid Loops Generally

24.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T MICHIGAN shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T MICHIGAN central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

24.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T MICHIGAN 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.

24.2.3 Feeder. AT&T MICHIGAN shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

25.0 Use of Unbundled Network Elements

25.1 Except as provided in Section 18.0 of this Appendix, AT&T MICHIGAN shall not impose limitations, restrictions, or requirements on requests for, or the use of, Unbundled Network Elements for the service a requesting telecommunications carrier seeks to offer.

25.2 A requesting telecommunications carrier may not access an Unbundled Network Element for the sole purpose of providing non-qualifying services.

25.3 A requesting telecommunications carrier that accesses and uses an Unbundled Network Element pursuant to Section 251(c)(3) of the Act and this part to provide a qualifying service may use the same Unbundled Network Element to provide non-qualifying services.

26.0 Availability of HFPL for Purposes of Line Sharing

26.1 AT&T MICHIGAN shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with the FCC's Triennial Review Order and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1).

26.2 Grandfathered and New End-Users: AT&T MICHIGAN will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing xDSL service to a particular end-user customer and has not ceased providing xDSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that AT&T MICHIGAN charged prior to October 2, 2003 as set forth in Pricing Schedule 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, AT&T MICHIGAN 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 AT&T MICHIGAN, 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.

APPENDIX – xDSL

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1.0 Introduction

1.1 This Appendix xDSL sets forth the (xDSL-Capable Loop offerings), and associated rates, terms and conditions, that AT&T MICHIGAN will offer to CLEC for CLEC to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its customers. AT&T MICHIGAN will make available xDSL Loops and xDSL/Unbundled Copper Subloop (UCSL) Subloops for the provision of xDSL-based services or line splitting arrangements provided by CLEC in accordance with the FCC's Triennial Review Order and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

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 AT&T MICHIGAN shall provide CLEC 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.

2.0 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 or Hybrid Loops with time divisional multiplexing (TDM) configurations. 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.

2.6 "Hybrid Loop" means a Local UNE Loop composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire and cable, usually in the distribution plant. AT&T-22STATE shall provide CLEC access to Hybrid UNE Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2).

3.0 General Terms and Conditions Relating to xDSL Capable Loops

3.1 AT&T MICHIGAN agrees to provide copper and Hybrid Loops with TDM and copper subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix xDSL. AT&T MICHIGAN will provision UNEs at least equal in performance and quality with what it provides to itself, or to an affiliate or subsidiary. AT&T MICHIGAN will not impose limitations on the transmission speeds of xDSL services; provided, however, AT&T MICHIGAN does not guarantee transmission speeds, available bandwidth nor imply any service level.

3.2 CLEC's use of any AT&T MICHIGAN network element, or of its own equipment or facilities in conjunction with any AT&T MICHIGAN network element, will not materially interfere with or impair service over any facilities of AT&T MICHIGAN, its affiliated companies or connecting and concurring carriers involved in AT&T MICHIGAN services, cause damage to AT&T MICHIGAN's plant, impair the privacy of any communications carried over AT&T MICHIGAN's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T MICHIGAN may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. AT&T MICHIGAN will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm. If AT&T MICHIGAN does not believe CLEC has made the sufficient showing of harm, or if CLEC 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 AT&T MICHIGAN must be supported with specific and verifiable supporting information.

3.3 AT&T MICHIGAN 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, AT&T MICHIGAN 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 as described in this Agreement. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of AT&T MICHIGAN'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.

4.0 xDSL Loop Offerings

4.1 All conditioning beyond standard conditioning as described in Section 6.1 shall be performed at the sole discretion and request of CLEC. 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 CLEC.

4.2 For each loop described below, CLEC will at the time of ordering, notify AT&T MICHIGAN as to the Power Spectrum Density (PSD) mask of the technology that CLEC will deploy. If and when a change in PSD mask is made, CLEC will immediately notify AT&T MICHIGAN. Likewise, AT&T MICHIGAN will disclose to CLEC, 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. AT&T MICHIGAN will use the PSD provided by CLEC 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, CLEC shall provide AT&T MICHIGAN 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 CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) 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 CLEC's request. The rates set forth in Pricing Schedule 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 Pricing Schedule.

4.5 A 4-Wire xDSL loop for purposes of this section is a copper loop over which CLEC 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 CLEC's request. The rates set forth in Pricing Schedule shall apply to this 4-Wire xDSL loop.

5.0 Loop Technology Presumed Acceptable for Deployment

AT&T MICHIGAN shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment by CLEC, unless it has been demonstrated by AT&T MICHIGAN to the Commission in accordance with FCC orders that CLEC's 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 form a user's perspective as caused by technology. In the event that CLEC 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. CLEC 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 CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, CLEC will provide documentation describing that action to AT&T MICHIGAN and the Commission before or at the time of its request to deploy such technology within AT&T MICHIGAN. 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 AT&T MICHIGAN rejects a request by CLEC for provisioning of advanced services, AT&T MICHIGAN will disclose to CLEC 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, CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in AT&T MICHIGAN 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 CLEC, AT&T MICHIGAN shall cooperate with CLEC in the testing and deployment (i.e., field trial) of new xDSL technology.

5.1.2 If CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, AT&T MICHIGAN will not deny CLEC'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 AT&T MICHIGAN shall offer xDSL-capable Loops in parity with that provided to itself, its Affiliates or other CLECs.

5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T MICHIGAN will provide a loop to support the new technology for CLEC 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 AT&T MICHIGAN, then AT&T MICHIGAN will provide CLEC 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.

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 AT&T MICHIGAN, 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 a Party claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then that Party must notify the other Party and allow the other Party 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 a Party demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the other Party 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 AT&T MICHIGAN has deployed: (1) Digital Loop Carrier systems with a Hybrid Loop with TDM capabilities or (2) Digital Added Main Line ("DAML") technology or (3) entirely fiber optic facilities to the end user customer, AT&T MICHIGAN will make the following options available to CLEC:

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, CLEC has the option of requesting AT&T MICHIGAN to make copper facilities available.

5.4.2 CLEC has the option of collocating a DSLAM in, or adjacent to AT&T MICHIGAN's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When CLEC collocates its DSLAM at, or adjacent to, AT&T MICHIGAN's RTs, AT&T MICHIGAN will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

6.0 Provisioning

6.1 AT&T MICHIGAN will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. CLEC requested testing by AT&T MICHIGAN beyond these parameters would be billed on a time and materials basis at the applicable tariffed rates or as stated in the Interconnection Agreement. On loops where CLEC has not specifically requested that conditioning be performed, AT&T MICHIGAN maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, AT&T MICHIGAN will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC 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, AT&T MICHIGAN will remove load coils, repeaters, and excessive bridged taps at no charge to CLEC. 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 CLEC 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 AT&T MICHIGAN at the Central Office during the

provision process shall be done at no charge to CLEC. AT&T MICHIGAN is not required to provide the results of this internal test to CLEC.

6.3 AT&T MICHIGAN shall provide Acceptance Testing as outlined in Section 9 of this Appendix xDSL.

6.4 CLEC shall designate, at CLEC's sole option, what loop conditioning AT&T MICHIGAN is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order in accordance with this Section. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Loop conditioning rates set forth in the Pricing Schedule. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitate 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 AT&T MICHIGAN'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 AT&T MICHIGAN's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is shorter. In the event CLEC's end user customer requires 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 CLEC'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 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 Pricing Schedule 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.

6.10 CLEC, 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 Pricing Schedule. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

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7.0 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 CLEC has requested that no conditioning be performed, AT&T MICHIGAN'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 CLEC's request, AT&T MICHIGAN will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC 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, AT&T MICHIGAN will remove load coils, repeaters, and excessive bridged taps at no charge to CLEC. 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 CLEC for loops greater than 12,000 feet.

7.2 AT&T MICHIGAN will provide CLEC with timely and efficient remote test access capability and operational support necessary to isolate troubles on equipment and facilities used to provide Advanced Services. AT&T MICHIGAN shall be responsible for maintenance and repair of any equipment or facilities that it deploys. AT&T MICHIGAN shall cooperate with CLEC (and any CLEC authorized Advanced Services Provider as set forth herein) for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

7.3 AT&T MICHIGAN and CLEC agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other Party. CLEC may request cooperative testing. If trouble occurs with unbundled Network Elements provided by AT&T MICHIGAN, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the end user customer. If CLEC determines the trouble is in AT&T MICHIGAN's equipment and/or facilities, CLEC will issue a trouble ticket to AT&T MICHIGAN.

7.4 A Party will pay Time and Material charges when the other Party dispatches personnel to the end user customer's demarcation, central office or remote terminal, and the trouble was not caused by the dispatching Party. These charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

8.0 Spectrum Management

AT&T MICHIGAN agrees that CLEC's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If AT&T MICHIGAN 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 CLEC.

8.1 AT&T MICHIGAN agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. AT&T MICHIGAN will use commercially reasonable efforts to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. AT&T MICHIGAN will not use Selective Feeder Separation (SFS) and will remove any restrictions imposed by it on use of loops for non-ADSL xDSL services. AT&T MICHIGAN will not deny any loops on the basis of binder group management designations or business rules, or limit the deployment of xDSL services to certain pair ranges (with the exception of binder groups containing AMI T1 services). AT&T MICHIGAN may not segregate xDSL technologies into designated binder groups without specific state commission review and approval, or approved industry standard. Where AT&T MICHIGAN has already implemented binder group management or reserved loop complements, it must open those binder groups to all xDSL services and all xDSL providers. AT&T MICHIGAN shall not deny CLEC a loop based upon spectrum management issues. In all cases, AT&T MICHIGAN will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by AT&T MICHIGAN as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T MICHIGAN and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, AT&T MICHIGAN will, upon request from CLEC, 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. If there is any dispute between the Parties with respect to this Section, AT&T MICHIGAN will not deny the loop(s), but will continue to provision the loop(s) until the dispute is resolved in accordance with the dispute resolution procedures set forth in this Agreement.

8.2 In the event that a loop technology without industry standards for spectrum management is deployed, AT&T MICHIGAN, CLEC 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 CLEC 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. AT&T MICHIGAN 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, AT&T MICHIGAN and CLEC 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. In the event of a conflict between industry standards and standards promulgated by the FCC, the FCC standards shall control.

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 AT&T MICHIGAN and/or CLEC is providing xDSL technologies or other Advanced Services for which there is no spectrum management standard, then AT&T MICHIGAN and/or CLEC 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 CLEC's request to develop these procedures, AT&T MICHIGAN and CLEC will jointly seek expedited resolution by the Commission of all remaining issues.

9.0 Acceptance Testing

9.1 AT&T MICHIGAN and CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2 Should CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.1 If the LSR was placed without a request for Acceptance Testing, and CLEC 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 CLEC, AT&T MICHIGAN's field technician will call the LOC and the LOC tester will call a toll free number provided by CLEC 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 AT&T MICHIGAN 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 AT&T MICHIGAN 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, CLEC will provide AT&T MICHIGAN with a confirmation number and AT&T MICHIGAN will complete the order. CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Pricing Schedule and/or the applicable tariff.

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 CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T MICHIGAN will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide AT&T MICHIGAN with a confirmation number and AT&T MICHIGAN will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, AT&T MICHIGAN will still close the order. AT&T MICHIGAN will not complete an order that fails Acceptance Testing.

9.3.4 Until such time as CLEC and AT&T MICHIGAN agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete

circuit. Consequently, AT&T MICHIGAN agrees that should CLEC open a trouble ticket and an AT&T MICHIGAN 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 AT&T MICHIGAN fault), AT&T MICHIGAN, upon CLEC request, will adjust CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

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9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from AT&T MICHIGAN error as determined through standard testing procedures, CLEC will be credited for the cost of the Acceptance Test. Additionally, CLEC may request AT&T MICHIGAN 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 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 CLEC 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, CLEC may indicate that it believes that AT&T MICHIGAN is failing to install loops that are acceptable under the terms and definitions of this Appendix.

9.4.1.1 AT&T MICHIGAN will perform an unbiased random sampling of CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that AT&T MICHIGAN is correctly provisioning loops with continuity and ordered conditioning ninety percent (90%) of the time over any two (2) month period of time, AT&T MICHIGAN may continue charging for Acceptance Testing for all. If the sampling results show that AT&T MICHIGAN is not correctly provisioning loops ninety percent (90%) of the time, or greater, AT&T MICHIGAN may then perform a comprehensive analysis of the population.

9.4.1.2 If the sampling results from above show that AT&T MICHIGAN is in non-compliance with the conditioning success rate, as defined in this Appendix, then CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of CLEC'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, AT&T MICHIGAN may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated above, be performed to determine whether AT&T MICHIGAN can show compliance with the minimum success rates, as defined above. If the sampling result show AT&T MICHIGAN is again in compliance, billing for Acceptance Testing shall resume.

9.4.1.4 Regardless of whether AT&T MICHIGAN 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. AT&T MICHIGAN will not bill for loop repairs when the repair resulted from an AT&T MICHIGAN problem.

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11.0 Rates

11.1 See Pricing Schedule. Loop conditioning for loops of 12,000 feet or less are at no charge for standard conditioning as described in Section 6.1.

11.2 The charges for Acceptance Testing shall be as provided in Pricing Schedule.

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14.0 Loop Makeup

14.1 If CLEC elects to have AT&T MICHIGAN provide loop make-up data through a manual process for information not available electronically, then the loop qualification interval will be no more than five (5) business days, or the interval provided to AT&T MICHIGAN's affiliate, whichever is less.

14.2 The Parties agree that in accordance with FCC requirements , AT&T MICHIGAN will provide CLEC with non-discriminatory access to AT&T MICHIGAN's loop make-up information in accordance with UNE Remand (See Third Report and Order and Fourth Further Notice of Proposed Rulemaking, entered In The Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-238) (released November 5, 1999), CC Docket No. 96-98, including its Supplemental Order Clarification (FCC 00-183) (released June 2, 2000) in CC Docket 96-98). As provided for therein, the loop qualification data elements provided by AT&T MICHIGAN shall be provided at parity with what AT&T MICHIGAN provides itself, its Affiliates and other CLECs and shall include but not limited to the following fields:

14.2.1 Loop length

14.2.2 Loop length by segment

14.2.3 Length by gauge

14.2.4 26 gauge equivalent loop length (calculated)

14.2.5 Presence of load coils

14.2.6 Quality of load coils (if applicable)

14.2.7 Presence of bridged taps

14.2.8 Length of bridged taps (if applicable)

14.2.9 Presence of pair gain devices, DLC, and/or DAML

14.2.10 Qualification status of the loop based on specified PSD, if no PSD class is specified, the default PSD is class 5 (ADSL)

14.2.11 Presence of repeaters

14.2.12 Location of repeaters

14.2.13 Type of repeaters

14.2.14 Quantity of repeaters

14.2.15 Type of Plant (aerial or buried)

14.2.16 Type of Loop (copper or fiber)

14.2.17 Portion that is copper or fiber

14.2.18 Length that is copper or fiber

14.2.19 Availability of spare facilities

14.2.20 Quantity of bridged tap by occurrence

14.2.21 Location of bridged tap by occurrence

14.2.22 Quantity of Low pass filters

14.2.23 Location of Low pass filters

14.2.24 Quantity of Range extenders

14.2.25 Location of Range extenders

14.2.26 Number of gauge changes

14.2.27 Location of pair gain devices

14.2.28 Location of DLC

14.2.29 Quantity of DLCs

14.2.30 Location of RSU (Remote Switching Unit)

14.2.31 Type of RSU (Remote Switching Unit)

14.2.32 Resistance Zone

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 AT&T MICHIGAN.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s

Appendix - 911

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1.0 Introduction

1.1 This appendix sets forth terms and conditions by which AT&T MICHIGAN will provide CLEC with access to AT&T MICHIGAN's 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that AT&T MICHIGAN can only provide E911 Service in a territory where an AT&T MICHIGAN is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T MICHIGAN's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.

2.0 Definitions

2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.3 "Automatic Location Identification" or "ALI" means the automatic display at the Public Safety Answering Point or "PSAP" of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.

2.5 "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 the National Emergency Number Association or "NENA" in a nationally accessible database.

2.6 "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 and E911 systems.

2.7 "911 or 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.

2.8 "911 or E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 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. 911 and 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).

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

2.10 "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).

2.11 "Master Street Address Guide" or "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 and E911 calls.

2.12 "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.

2.13 "Public Safety Answering Point" or "PSAP" means an answering location for 911 and E911calls originating in a given area. The 911 or 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.

2.14 "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.

3.0 Basic 911 and E911 General Requirements

3.1 When AT&T MICHIGAN is the 911 or E911 Service provider, AT&T MICHIGAN shall provide CLEC with access to and service for 911 and E911.

3.2 911 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. AT&T MICHIGAN shall provide ALI interface information and access to the DMS sufficient, when combined with other Unbundled Network Elements, to allow CLEC to provide services to its own End Users equivalent to the ALI services provided by AT&T MICHIGAN for its End Users.

3.4 911 and E911 database service provided to CLEC will be at Parity with the 911 and E911 service that AT&T MICHIGAN provides to itself and others.

3.5 AT&T MICHIGAN shall provide to CLEC, via CLEC Online, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR.

3.6 AT&T MICHIGAN and CLEC shall comply with all Applicable Laws concerning 911 and E911 services.

3.7 AT&T MICHIGAN shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Appendix.

3.8 AT&T MICHIGAN will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, AT&T MICHIGAN will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T MICHIGAN will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.9 Call Routing

3.9.1 AT&T MICHIGAN will route 911 calls from the AT&T MICHIGAN SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.9.2 AT&T MICHIGAN will validate 911 and E911 calls routed to the PSAP with CLEC Customer information from the ALI/ANI database.

4.0 Basic 911 and E911 Additional Requirements

4.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated AT&T MICHIGAN E911 SR(s).

4.2 AT&T MICHIGAN and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T MICHIGAN E911 SR(s).

4.3 AT&T MICHIGAN shall provide CLEC with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.

4.4 AT&T MICHIGAN shall provide to CLEC 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 AT&T MICHIGAN manages the 911/E911 database, AT&T MICHIGAN shall provide CLEC with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.

4.6 AT&T MICHIGAN shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.

4.7 Where AT&T MICHIGAN is the 911 or E911 Service provider, AT&T MICHIGAN shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

5.0 Basic 911 and E911 Database Requirements

5.1 Where AT&T MICHIGAN manages the E911 Database, AT&T MICHIGAN shall provide CLEC access to the E911 Database to store CLEC's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

5.1.1 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

5.2 AT&T MICHIGAN shall coordinate access to the DBMS for the initial loading and updating of CLEC End User Customer 911/E911 Records. Access coordination will include:

5.2.1 Via CLEC Online, AT&T MICHIGAN provides format requirements and a delivery address for CLEC to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates.

5.2.2 Coordination of error resolution involving entry and update activity;

5.2.3 Provisioning of specific 911 routing information on each access line;

5.2.4 Providing CLEC with reference data required to ensure that CLEC's Customer will be routed to the correct Control Office when originating a 911 call.

5.3 Where AT&T MICHIGAN manages the E911 Database, AT&T MICHIGAN's E911 Database shall accept electronically transmitted files that are based upon NENA standards.

5.4 AT&T MICHIGAN shall provide CLEC query access to the ALI/DMS database to verify the accuracy of CLEC Customer information.

5.5 AT&T MICHIGAN will update CLEC's End User Customer 911/E911 Records in the DBMS. AT&T MICHIGAN will then provide CLEC an error and status report. AT&T MICHIGAN and CLEC shall arrange for the automated input and periodic updating of 911/E911 database information related to CLEC's Customers.

5.6 AT&T MICHIGAN shall update the ALI/DMS database within two (2) business days after receiving the data from CLEC.

5.7 If AT&T MICHIGAN detects an error in the CLEC-provided data, the data shall be returned to CLEC within two (2) business days after it was provided to AT&T MICHIGAN. CLEC shall respond to requests from AT&T MICHIGAN to make corrections to database record errors by uploading corrected records within two (2) business days.

5.8 CLEC's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once CLEC's end user customer records are updated in the DBMS. AT&T MICHIGAN will provide notification when CLEC's records have been entered into the DBMS, ALI and SR databases.

5.9 DBMS, ALI and SR discrepancy reports shall be jointly researched by AT&T MICHIGAN and CLEC. The responsible Party shall take immediate corrective action. AT&T MICHIGAN agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.

5.10 AT&T MICHIGAN agrees to treat all data on CLEC's Customers provided under this Appendix as strictly confidential and to use data on CLEC's Customers only for the purpose of providing 911 or E911 Services.

5.11 Where CLEC is authorized to provide local telephone exchange service, AT&T MICHIGAN shall identify which ALI databases cover which states, counties, or parts thereof, and identify and communicate a point of contact for each.

5.12 AT&T MICHIGAN will provide CLEC, by method outlined on CLEC Online, a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by CLEC. AT&T MICHIGAN shall cooperate with CLEC to ensure the accuracy of information about CLEC Customers in the MSAG and shall assist in resolving any errors. AT&T MICHIGAN shall notify PSAPs of any errors in the MSAG concerning CLEC Customers. The MSAG will be provided by exchange rate center or community upon request.

6.0 CLEC Responsibilities

6.1 Database

6.1.1 CLEC is responsible for providing AT&T MICHIGAN updates to the ALI database; in addition, CLEC 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

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

6.2.2 Additional CLEC responsibilities are detailed in Section 7 of this appendix.

7.0 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 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission and (iii) the principles expressed in the recommended standards published by NENA.

7.2 CLEC shall be financially responsible for the transport facilities to each AT&T MICHIGAN E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.

7.3 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.

7.4 CLEC will determine and utilize the most appropriate delivery and signaling technology for transmitting 911/E911 traffic.

7.4.1 If CLEC does not directly connect its switch to one or more AT&T MICHIGAN SRs, then the following sections of this Appendix shall not apply at those locations: Sections 4.1, 4.2, 7.5, 7.6, 7.8, 7.11, 7.13, 7.14 and 7.15.

7.5 If CLEC elects to utilize AT&T MICHIGAN services to connect with 911/E911 selective routers, subsections 4.1, 4.2, and 7.6 through 7.16 will apply.

7.6 CLEC shall order a minimum of two (2) one-way outgoing E911 dedicated Trunk(s) direct from the CLEC's switch to the appropriate AT&T MICHIGAN SR for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate AT&T MICHIGAN E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.

7.7 CLEC is responsible for ordering a separate E911 Trunk group from AT&T MICHIGAN for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a

specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.

7.8 CLEC shall maintain facility transport and trunk capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T MICHIGAN E911 SR.

7.9 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T MICHIGAN E911 SR.

7.10 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

7.11 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the AT&T MICHIGAN E911 SR.

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

7.13 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.

7.14 AT&T MICHIGAN will provide the order number and circuit identification code in advance of the service due date.

7.15 In the event of an AT&T MICHIGAN or CLEC 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.

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

8.0 Contingency

8.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.

8.2 The Parties agree that the 911 System as provided herein is 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 AT&T MICHIGAN and CLEC.

8.3 CLEC may be required to obtain documentation of approval from the appropriate E911 Customer(s) that has jurisdiction in the area(s) in which CLEC's end user customers are located. CLEC shall provide documentation of all requisite approval(s) to AT&T MICHIGAN prior to use of CLEC's E911 connection for actual emergency calls.

8.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) or requirements 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.

9.0 Basis of Compensation

9.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T MICHIGAN Commission-approved access tariff.

9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C	$ 14.20				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B	$ 10.77				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A	$ 9.13				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C	$ 14.47				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B	$ 11.05				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A	$ 9.26				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C	$ 14.47				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B	$ 11.05				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A	$ 9.26				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C	$ 14.72				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B	$ 11.32				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A	$ 9.45				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C	$ 15.88				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B	$ 12.57				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A	$ 10.35				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C	$ 33.16				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B	$ 26.66				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A	$ 21.83				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Rural (Zone C)	MUJ++, EE7LX, UOB++, UOR++	U2QC1	C	$ 19.93				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Suburban (Zone B)	MUJ++, EE7LX, UOB++, UOR++	U2QB1	B	$ 16.22				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Metro (Zone A)	MUJ++, EE7LX, UOB++, UOR++	U2QAA	A	$ 12.66				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Rural (Zone C)	MUJ++, EE7MX, UOB++, UOR++	4U1C1	C	$ 51.71				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Suburban (Zone B)	MUJ++, EE7MX, UOB++, UOR++	4U1B1	B	$ 44.01				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Metro (Zone A)	MUJ++, EE7MX, UOB++, UOR++	4U1AA	A	$ 40.65				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Rural (Zone C)	MUJ++, EE7NX, UOB++, UOR++	U4D3C	C	$ 479.37				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Suburban (Zone B)	MUJ++, EE7NX, UOB++, UOR++	U4D3B	B	$ 379.38				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Metro (Zone A)	MUJ++, EE7NX, UOB++, UOR++	U4D3A	A	$ 321.94				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLA3	C	$ 17.02				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLA2	B	$ 11.42				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLA1	A	$ 9.51				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLC3	C	$ 17.02				

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	
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLC2	B	$ 11.42				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLC1	A	$ 9.51				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLB3	C	$ 17.02				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLB2	B	$ 11.42				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLB1	A	$ 9.51				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLD3	C	$ 17.02				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLD2	B	$ 11.42				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLD1	A	$ 9.51				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UWRA3	C	$ 17.02				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UWRA2	B	$ 11.42				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UWRA1	A	$ 9.51				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLF3	C	$ 17.02				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLF2	B	$ 11.42				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLF1	A	$ 9.51				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	4SL13	C	$32.35				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	4SL12	B	$ 20.96				
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	4SL11	A	$ 17.51				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UY5FC	C	$ 19.93				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UY5FB	B	$ 16.22				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UY5FA	A	$ 12.66				
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Initial	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP		NA	$ 3.62	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Disconnect	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9OE		NA	$ 1.77	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Subsequent	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9		NA	$ 3.46	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Connection	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUC		NA	$ 20.43	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Disconnect	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9OG		NA	$ 6.71	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop - Record Work Only	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP		NA	$ 2.13	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Digital Loop Disconnect Service Order	MUJ++, EE7JX, UOB++, UOR++	NKCQM		NA	$ 1.77	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Digital Loop Disconnect, per Loop	MUJ++, EE7JX, UOB++, UOR++	NKCQN		NA	$ 6.71	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1		NA	$ 0.36	NA	per last critical date reached	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O		NA	$0.00	NA	per last critical date reached Design Layout Report Date	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P		NA	$0.00	NA	per last critical date reached Records Issue Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q		NA	$ 7.76	NA	per last critical date reached Designed, Verified, and Assigned Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R		NA	$ 52.27	NA	per last critical date reached Plant Test Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	MUJ++, EE7LX, UOB++, UOR++	NKCUA		NA	$ 0.36	NA	per last critical date reachedDesign Layout Report Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reachedDesign Layout Report Date	MUJ++, EE7LX, UOB++, UOR++	NR95S		NA	$0.00	NA	per last critical date reachedDesign Layout Report Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Records Issue Date	MUJ++, EE7LX, UOB++, UOR++	NR95T		NA	$0.00	NA	per last critical date reached Records Issue Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7LX, UOB++, UOR++	NR95U		NA	$0.00	NA	per last critical date reached Designed, Verified, and Assigned Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Plant Test Date	MUJ++, EE7LX, UOB++, UOR++	NR95V		NA	$0.00	NA	per last critical date reached Plant Test Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955		NA	$ 3.62	NA	per Order, per Occasion Analog Loop	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion DS0 Loop	MUJ++, EE7LX, UOB++, UOR++	NR956		NA	$ 0.26	NA	per Order, per Occasion DS0 Loop	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Administration Charge, per order - Install	MUJ++, EE7MX, UOB++, UOR++	NR9OR			$ 3.54		per order - Install	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Install	MUJ++, EE7MX, UOB++, UOR++	NKCU2			$ 63.95		per circuit, Install	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Administration Charge, per order - Disconnect	MUJ++, EE7MX, UOB++, UOR++	NR9OT			$ 2.13		per order - Disconnect	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Disconnect	MUJ++, EE7MX, UOB++, UOR++	NKCU3			$ 41.42		per circuit, Disconnect	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached	MUJ++, EE7MX, UOB++, UOR++	NKCU4			$ 2.38		per last critical date reached	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Design Layout Report Date	MUJ++, EE7MX, UOB++, UOR++	NR95W			$ 15.04		per last critical date reached Digital DS1 Loops - Design Layout Report Date	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Record Issue Date	MUJ++, EE7MX, UOB++, UOR++	NR95X			$ 15.04		per last critical date reached Digital DS1 Loops - Record Issue Date	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Designed, Verified & Assigned Date	MUJ++, EE7MX, UOB++, UOR++	NR95Y			$ 45.33		per last critical date reached Digital DS1 Loops - Designed, Verified & Assigned Date	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Plant Test Date	MUJ++, EE7MX, UOB++, UOR++	NR95Z			$ 65.75		per last critical date reached Digital DS1 Loops - Plant Test Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Administration Charge, per order - Install	MUJ++, EE7NX, UOB++, UOR++	NR9OY			$ 3.54		per order - Install	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Install	MUJ++, EE7NX, UOB++, UOR++	NKCU5			$ 91.29		per circuit, Install	

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13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Administration Charge, per order - Disconnect	MUJ++, EE7NX, UOB++, UOR++	NR9OZ			$ 2.13		per order - Disconnect	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Disconnect	MUJ++, EE7NX, UOB++, UOR++	NKCU6			$ 31.48		per order - Disconnect	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached	MUJ++, EE7NX, UOB++, UOR++	NKCU7			$ 2.38		per last critical date reached	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Design Layout Report Date	MUJ++, EE7NX, UOB++, UOR++	NR951			$ 16.05		per last critical date reached Digital DS3 Loops - Design Layout Report Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Record Issue Date	MUJ++, EE7NX, UOB++, UOR++	NR952			$ 16.05		per last critical date reached Digital DS3 Loops - Record Issue Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Designed, Verified & Assigned Date	MUJ++, EE7NX, UOB++, UOR++	NR953			$ 43.27		per last critical date reached Digital DS3 Loops - Designed, Verified & Assigned Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Plant Test Date	MUJ++, EE7NX, UOB++, UOR++	NR954			$ 66.14		per last critical date reached Digital DS3 Loops - Plant Test Date	
7	MI	OPERATIONS SUPPORT SYSTEM	Service Coordination Fee, per central office	MUJ++, UOB++, UOR++	UFE		$ 5.39	NA	NA	per central office	
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD		NA	$ 151.21			
13MR-SL	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on Sub Loop	MUJ++, UOB++, UOR++	URCLB		NA	$ 133.44			
14	MI	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U		NA	$0.00	NA		
14	MI	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU		NA	$0.00	NA		
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBXV		NA	$0.00	NA		
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBXW		NA	$0.00	NA		
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBXZ		NA	$0.00	NA		
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBNL		NA	$0.00	NA		
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBNK		NA	$0.00	NA		
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBNJ		NA	$0.00	NA		
13	MI	Line Sharing	HFPL Loop - Access Area A- Metro	UDB++, UDR++	ULPP1	A	$4.75				
13	MI	Line Sharing	HFPL Loop - Access Area B- Suburban	UDB++, UDR++	ULPP2	B	$5.71				
13	MI	Line Sharing	HFPL Loop - Access Area C- Rural	UDB++, UDR++	ULPP3	C	$8.51				
13	MI	Line Sharing	HFPL Splitter	UDB++, UDR++	MYQXB		$1.33				
13	MI	Line Sharing	HFPL Cross Connect - SBC Owned -Installation	UDB++, UDR++	UKCGX		$0.45				
13	MI	Line Sharing	Cross Connect Configuration - Company Owned	UDB++, UDR++	UKCGX		$ 0.45	$ 11.46	$ 11.46		
13	MI	Line Sharing	Cross Connect Configuration - CLEC Owned	UDB++, UDR++	NRM06			$ 11.46	$ 11.46		
13	MI	Line Sharing	Cross Connect Configuration - CLEC Owned - Non-Integrated	UDB++, UDR++	UKCGD		$ 0.45				
13	MI	Line Sharing	Cross Connect Configuration - CLEC Owned - Non-Integrated	UDB++, UDR++	UKCGE		$ 0.45				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SPA	A	$ 1.10				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SPB	B	$ 1.04				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SPC	C	$ 1.10				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SPA	A	$ 2.11				

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	
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SPB	B	$ 2.00				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SPC	C	$ 2.11				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SPA	A	$ 1.07				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SPB	B	$ 0.99				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SPC	C	$ 1.04				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SPA	A	$ 2.12				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SPB	B	$ 1.96				
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SPC	C	$ 2.05				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SQA	A	$ 3.50				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SQB	B	$ 4.14				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SQC	C	$ 7.17				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SQA	A	$ 6.33				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SQB	B	$ 7.50				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SQC	C	$ 13.39				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SQA	A	$ 3.55				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SQB	B	$ 4.21				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SQC	C	$ 6.96				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SQA	A	$ 6.82				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SQB	B	$ 8.06				
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SQC	C	$ 13.69				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SRA	A	$ 5.17				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SRB	B	$ 5.95				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SRC	C	$ 9.21				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SRA	A	$ 7.97				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SRB	B	$ 9.12				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SRC	C	$ 15.47				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SRA	A	$ 5.27				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SRB	B	$ 6.07				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SRC	C	$ 8.95				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SRA	A	$ 8.65				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SRB	B	$ 9.86				
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SRC	C	$ 15.84				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop '2-Wire Analog - area A	XHG++, XGG++	U7SSA	A	$ 2.90				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop '2-Wire Analog - area B	XHG++, XGG++	U7SSB	B	$ 3.55				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SSC	C	$ 6.55				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SSA	A	$ 5.17				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SSB	B	$ 6.36				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SSC	C	$ 12.19				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SSA	A	$ 2.95				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SSB	B	$ 3.61				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SSC	C	$ 6.34				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SSA	A	$ 5.66				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SSB	B	$ 6.92				
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SSC	C	$ 12.49				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7STA	A	$ 4.57				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7STB	B	$ 5.35				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7STC	C	$ 8.59				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7STA	A	$ 6.81				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7STB	B	$ 7.98				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7STC	C	$ 14.27				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7STA	A	$ 4.67				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7STB	B	$ 5.48				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7STC	C	$ 8.33				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7STA	A	$ 7.49				

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13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7STB	B	$ 8.72				
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7STC	C	$ 14.64				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SUA	A	$ 2.13				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SUB	B	$ 2.28				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SUC	C	$ 2.56				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SUA	A	$ 2.13				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SUB	B	$ 2.07				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SUC	C	$ 2.69				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SUA	A	$ 2.20				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SUB	B	$ 2.36				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SUC	C	$ 2.50				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SUA	A	$ 2.37				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SUB	B	$ 2.29				
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SUC	C	$ 2.78				
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Installation, per occasion per location	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	SEPUP		NA	$ 3.62	NA	per occasion per location	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Disconnect, per occasion per location	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++			NA	$ 2.13	NA	per location	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Subsequent, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++			NA	$ 3.02	NA	per occasion	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Add or Change, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	REAH9		NA	$ 3.54	NA	per occasion	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire Analog	XHG++, XGG++	UCXE2			$ 20.20	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire Analog	XHK++, XGK++	UCXE4			$ 20.20	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire DSL	XHW++, XGW++	U7XH2			$ 20.20	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire DSL	XHY++, XGY++	U7XH4			$ 20.20	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire ISDN	XHQ++, XGQ++	U7XJ2			$ 20.20	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire DS1	XQ1++	U7XKX			$ 146.76	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) DS3	XQ3++	U7XLX			$ 162.48	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire Analog	XHG++, XGG++	NRMOU			$ 6.71	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire Analog	XHK++, XGK++	NRMOV			$ 6.71	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire DSL	XHW++, XGW++	NRMOW			$ 6.71	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire DSL	XHY++, XGY++	NRMOX			$ 6.71	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect)2-Wire ISDL	XHQ++, XGQ++	NRMOY			$ 6.71	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire DS1	XQ1++	NRMOZ			$ 52.02	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) DS3	XQ3++	NRMO1			$ 64.68	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	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Load Coils - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++				$0.00	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Bridged Tap - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++				$0.00	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Repeater - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++				$0.00	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Load Coils - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++				$0.00	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Bridged Tap - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++				$0.00	NA		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Repeater - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++				$0.00	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) 2-Wire	MUJ++, UOB++, UOR++	CXCT2		$ 0.13	NA	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) 4-Wire	MUJ++, UOB++, UOR++	CXCT4		$ 0.27	NA	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS1/LT1	MUJ++, UOB++, UOR++	CXCDX		$ 6.89	NA	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS3/LT3	MUJ++, UOB++, UOR++	CXCEX		$0.00	NA	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS3 C.O. Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX		$0.00	NA	NA		
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1	$ 12.39			Per Point of Termination	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2	$ 12.28			Per Point of Termination	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3	$ 13.17			Per Point of Termination	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 13.36			Per Point of Termination	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1			$ 75.28		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2			$ 75.28		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3			$ 75.28		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect					$0.00		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1		$ 57.80		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2		$ 57.80		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3		$ 57.80		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1		$ 22.70		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2		$ 22.70		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3		$ 22.70		per circuit	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX			$ 3.14		per order	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT			$ 2.13		per order	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1	$ 129.82			Per Point	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2	$ 114.98			Per Point	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3	$ 110.02			Per Point	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 121.50			Per Point	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1		$ 74.59		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2		$ 74.59		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3		$ 74.59		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1		$ 22.70		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2		$ 22.70		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3		$ 22.70		per circuit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX			$ 3.14		per order	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7NX, UK3++	NRBCL			$ 2.13		per order	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, MUJ++, UK1++	QMVX1		$ 280.24	NA	NA	Per Arrangement	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, MUJ++, UK1++	QMVX2		$ 280.24	NA	NA	Per Arrangement	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, MUJ++, UK1++	QMVX3		$ 280.24	NA	NA	Per Arrangement	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, MUJ++, UK3++	QM3X1		$ 414.55	NA	NA	per arrangement	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, MUJ++, UK3++	QM3X2		$ 414.55	NA	NA	per arrangement	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, MUJ++, UK3++	QM3X3		$ 414.55	NA	NA	per arrangement	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$6.89	NA	NA		
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		$0.00	NA	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date below	UB5++, EE7MX, UK1++	NKCUL			$ 2.07		per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date belo	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Design Lay Out Report Date	UB5++, EE7MX, UK1++	NR95W			$ 21.09		per Last Critical Date Reached DS1 Design Lay Out Report Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Records Issue Date	UB5++, EE7MX, UK1++	NR95X			$ 21.09		per Last Critical Date Reached DS1 Records Issue Date	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Designed Verified and Assigned Date	UB5++, EE7MX, UK1++	NR95Y			$ 31.63		per Last Critical Date Reached DS1 Designed Verified and Assigned Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Plant Test Date	UB5++, EE7MX, UK1++	NR95Z			$ 59.16		per Last Critical Date Reached DS1 Plant Test Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date below	UB5++, EE7NX, UK3++	NKCUM		NA	$ 2.07	NA	each critical date below	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Design Lay Out Report Date	UB5++, EE7NX, UK3++	NR951		NA	$ 20.38	NA	per Last Critical Date Reached DS1 Design Lay Out Report Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Records Issue Date	UB5++, EE7NX, UK3++	NR952		NA	$ 20.97	NA	per Last Critical Date Reached DS1 Records Issue Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Designed Verified and Assigned Date	UB5++, EE7NX, UK3++	NR953		NA	$ 53.61	NA	per Last Critical Date Reached DS1 Designed Verified and Assigned Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Plant Test Date	UB5++, EE7NX, UK3++	NR954		NA	$ 76.53	NA	per Last Critical Date Reached DS1 Plant Test Date	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge Per Order or Occasion DS1	UB5++, EE7MX, UK1++	NR957		NA	$ 0.43	NA	Per Order or Occasion DS3	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge Per Order or Occasion DS3	UB5++, EE7NX, UK3++	NR958		NA	$ 0.43	NA	Per Order or Occasion DS3	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS1 without mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUU		NA	$ 4.34	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS1 - Design and Coordination (with Mileage)	UB5++, EE7MX, UK1++, MUJ++	NKCUU		NA	$ 4.34	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS1 without mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUR		NA	$ 1.13	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS1 facility with mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUR		NA	$ 1.13	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS3 with mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUO		NA	$ 4.42	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS3 facility with mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUQ		NA	$ 1.13	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-Channelized DS3 Design and Coordination without mileage	UB5++, EE7NX, UK3++, MUJ++	NKCUQ		NA	$ 1.13	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS3 without mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUT		NA	$ 4.52	NA		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Project administration charge per service order	UB5++, EE7NX, UK3++, MUJ++	NKCUY		NA	$ 4.30	NA	per service order	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)	UBNTX	ULYCX		$ 25.34	NA	NA	(Per Termination per Fiber)	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	UBNTX	ULNCF		$ 0.002196	NA	NA	(Per Fiber per Foot)	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UBNTX	UKCJX		$ 2.11	NA	NA	(Per Termination per Fiber)	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) 'Dark Fiber Interoffice Transport - NRC	UBNTX	NR9D6		NA	$ 338.03	NA		
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) Interoffice inquiry (Service Order) Charge, per request	UBNTX	NKCUN		NA	$ 2.33	NA	per request	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Installation 'Administrative per Order	UBNTX	NRB51		NA	$ 14.35	NA	per Order	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Installation Dark Fiber Interoffice Transport - NRC	UBNTX	NRB54		NA	$ 466.62	NA		
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Disconnect 'Administrative per Order	UBNTX	NR9H2		NA	$ 14.12	NA	per Order	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Disconnect 'Dark Fiber Interoffice Transport - NRC	UBNTX	NR9H5		NA	$ 137.30	NA		
13	MI	ROUTINE MODIFICATION	Routine Modifications of Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++	N3RUE		NA	ICB	NA		
7	MI	OPERATIONS SUPPORT SYSTEM	Time and Material Charge	MUJ++, UOB++, UOR++, UB5++, EE7++, UK3++, UK1++, XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP		NA	$ 71.00			
4	MI	LNP	Local Number Portability		NSR		$0.00				
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	None		$ 0.40	NA	NA	per call	
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	None		$ 0.65	NA		per call	
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	None		$ 0.65	NA		per call	
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	None		$ 0.65	NA		per call	
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	None		$ 0.15	NA		per call	
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN		None			$ 1,800.00	$ 1,800.00	per switch, per OCN	
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance branding and Reference/Rate Look Up, per call	XPU	None		$ 0.03		NA	per OS/DA call	
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group		None			$800.00	$800.00		
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN		None			$ 5,000.00		per state, per OCN	
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		None			NA	$ 1,500.00	per state, per OCN	
6	MI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	None		$ 0.15	NA	NA	per call	
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types (Including Busy Line Verify (BLV)	XPU	None		$ 0.03	NA	NA	per work second	
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for initial load					$ 0.040	NA	per listing	
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for subsequent updates				$ 0.060	NA	NA	per listing	
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing	
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing	
10	MI	ALTERNATE BILLED	Non Intercompay Settlement (NICS) Billing Charge (Per Message)				$ 0.05			(Per Message)	
2	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	End Office Local Termination Set up charge, per call	OHU	USG13		$ 0.000622			MSG	
2	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	End Office Local Termination Duration charge, per MOU	OHU	USG14		$ 0.000521			MOU	
2	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Tandem Switching Set up charge, per call	OHU	USG09		$ 0.000322			MSG	
2	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Tandem Switching Duration charge, per MOU	OHU	USG12		$ 0.000337			MOU	
2	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Tandem Transport Termination Set up charge, per call	OHU	USG08		$ 0.000077			MSG	
2	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Tandem Transport Termination Duration charge, per MOU	OHU	USG11		$ 0.000081			MOU/MILE	
2	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Tandem Transport Facility Mileage, per MOU per mile	OHU	USG10		$ 0.000001			MOU	
2	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for Presumed ISP-bound Traffic as per FCC 01-131				$ 0.0007				
8	MI	BONA FIDE REQUEST	BONA FIDE REQUEST Deposit					$2,000.00			
16	MI	RESALE APPLICABLE DISCOUNTS	Resale Applicable Discount				16.62%	16.62%			
16	MI	RESALE APPLICABLE DISCOUNTS	ICB Contracts - New				5.71%	5.71%			

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	
16	MI	RESALE APPLICABLE DISCOUNTS	ICB Contracts - Assumption				4.34%	4.34%			
16	MI	DIRECTORY ASSISTANCE SERVICES	Business - National Directory Assistance (NDA), per call				$ 0.65	NA		per call	
16	MI	DIRECTORY ASSISTANCE SERVICES	Business - National Directory Assistance (RDA), per call				$ 0.65	NA		per call	
16	MI	DIRECTORY ASSISTANCE SERVICES	Business - Business Category Search (BCS) where applicable, per call				$ 0.65	NA		per call	
16	MI	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Call Completion (DACC), per call				$ 0.15	NA		per call	
16	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMAT CALL GREETING	Business - Branding - Other - Initial/Subsequent Load, per switch per OCN					$ 1,800.00	$ 1,800.00	per switch, per OCN	
16	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMAT CALL GREETING	Business - Branding and Reference/Rate Look Up, per OS/DA call				$ 0.03		NA	per OS/DA call	
16	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Business - Rate Reference - Initial Load, per state, per OCN					$ 5,000.00		per state, per OCN	
16	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Business - Rate Reference - Subsequent Load, per state, per OCN					NA	$ 1,500.00	per state, per OCN	
16	MI	RESALE - DIRECTORY LISTING PRODUCT	Business - White Page Directory Listings					NA	NA	per listing	
16	MI	RESALE - DIRECTORY LISTING PRODUCT	Business - Non Published/Non List Directory Listings					NA	NA	per listing	
16	MI	RESALE NON-ELECTRONIC SERVICE ORDER, PER ORDER	Non-electronic Service Order, per Order					$9.08			
16	MI	RESALE MIGRATION CHARGE, PER ACCESS LINE	Migration Charge, per Access Line					$0.36			
16	MI	RESALE CARRIER DISCONNECT SERVICE, PER CARRIER'S CUSTOMER ACCOUNT, PER DISCONNECT OR RESTORAL	Carrier Disconnect Service, per Carrier's Customer Account, per Disconnect or Restoral					$10.62			
2	MI	TRANSIT TRAFFIC SERVICE	Tandem Switching Rate per MOU	OHU	USG23		$0.000309	NA	NA	MOU	
2	MI	TRANSIT TRAFFIC SERVICE	Tandem Termination Rate per MOU	OHU	USG20		$0.000105	NA	NA	MOU	
2	MI	TRANSIT TRAFFIC SERVICE	Tandem Facility Rate per MOU	OHU	USG21		$0.000040	NA	NA	MOU	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION	DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination - Zone 1	UB5++, UK1++, EE7MX	UEYB1	1	$32.36	$ 57.80	NA	Per Point of Termination	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION	DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination - Zone 2	UB5++, UK1++, EE7MX	UEYB2	2	$31.44	$ 57.80	NA	Per Point of Termination	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION	DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination - Zone 3	UB5++, UK1++, EE7MX	UEYB3	3	$29.05	$ 57.80	NA	Per Point of Termination	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION - MILEAGE	DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 1	UB5++, UK1++, EE7MX	1YZX1	1	$0.69	NA	NA	Per Mile	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION - MILEAGE	DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 2	UB5++, UK1++, EE7MX	1YZX2	2	$0.77	NA	NA	Per Mile	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION - MILEAGE	DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 3	UB5++, UK1++, EE7MX	1YZX3	3	$0.50	NA	NA	Per Mile	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION - MILEAGE	DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - InterZone	UB5++, UK1++, EE7MX	1YZXZ	I	$0.20	NA	NA	Per Mile	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION	DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination - Zone 1	UB5++, UK3++, EE7NX	UEYC1	1	$201.73	$ 74.59	NA	Per Point of Termination	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION	DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination - Zone 2	UB5++, UK3++, EE7NX	UEYC2	2	$255.60	$ 74.59	NA	Per Point of Termination	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION	DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination - Zone 3	UB5++, UK3++, EE7NX	UEYC3	3	$263.92	$ 74.59	NA	Per Point of Termination	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION - MILEAGE	DS3 Interoffice Mileage - Per Mile - Zone 1	UB5++, UK3++, EE7NX	1YZB1	1	$6.20	NA	NA	Per Mile	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION - MILEAGE	DS3 Interoffice Mileage - Per Mile - Zone 2	UB5++, UK3++, EE7NX	1YZB2	2	$3.84	NA	NA	Per Mile	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION - MILEAGE	DS3 Interoffice Mileage - Per Mile - Zone 3	UB5++, UK3++, EE7NX	1YZB3	3	$9.52	NA	NA	Per Mile	
2	MI	ENTRANCE FACILITIES FOR LOCAL INTERCONNECTION - MILEAGE	DS3 Interoffice Mileage - Per Mile - InterZone	UB5++, UK3++, EE7NX	1YZBZ	I	$3.73	NA	NA	Per Mile	

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	
2	MI	LOCAL INTERCONNECTION	Multiplexing DS3 to DS1 All Zones, Per Arrangement				$ 414.55	NA		Per Arrangement	
3	MI	STRUCTURE ACCESS	Poles & Ducts - Poles ($/Attachment/yr.) - Annual Rate				$ 1.22			per pole	
3	MI	STRUCTURE ACCESS	Poles & Ducts Full Duct ($/ft/yr.) - Annual Rate				$ 0.80			per foot	
3	MI	STRUCTURE ACCESS	Poles & Ducts Half Duct or innerduct ($/ft/yr) - Annual Rate				$ 0.40			per foot	
3	MI	STRUCTURE ACCESS	Poles & Ducts Application fee					$ 200.00			
3	MI	STRUCTURE ACCESS	Poles & Ducts Unauthorized Attachment Fee							5 Times the Annual Rate per Pole	
3	MI	STRUCTURE ACCESS	Poles & Ducts Unauthorized Occupancy Fee							5 Times the Annual Rate per Conduit Foot	
12	MI	PHYSICAL COLLOCATION	Planning Fees - Physical Collocation - Initial (monthly per 100 SF)	XPG++	1ZZ52		$ 19.26			Per 100 SF	
12	MI	PHYSICAL COLLOCATION	Planning Fees - Physical Collocation - Initial (per request)	XPG++	S8GBV		$0.00	$ 3,735.92		Per Request	
12	MI	PHYSICAL COLLOCATION	Planning Fees - Physical Collocation - Subsequent Cable Only	XPG++	1ZZ53		$0.00	$ 1,293.20		Per 100 SF	
12	MI	PHYSICAL COLLOCATION	Planning Fees - Common/Shared Collocation - Initial (monthly per 100 SF)	XPG++	1ZZ54		$ 0.89			Per 100 SF	
12	MI	PHYSICAL COLLOCATION	Planning Fees - Common/Shared Collocation - Initial (per request)	XPG++	S8GBW		$0.00	$ 3,161.16		Per Request	
12	MI	PHYSICAL COLLOCATION	Planning Fees - Common/Shared Collocation - Subsequent Cable Only	XPG++	1ZZ55		$0.00	$ 1,293.20			
12	MI	PHYSICAL COLLOCATION	Planning Fees - Cageless Collocation - Initial	XPG++	1ZZ56		$0.00	$ 4,741.75			
12	MI	PHYSICAL COLLOCATION	Planning Fees - Cageless Collocation - Subsequent Cable Only	XPG++	1ZZ57		$0.00	$ 1,436.89			
12	MI	PHYSICAL COLLOCATION	Planning Fees - Adjacent On-Site Collocation - Initial	XPG++, XN6++, ZS6++	1ZZ58		$0.00	$ 6,466.02			
12	MI	PHYSICAL COLLOCATION	Planning Fees - Adjacent On-Site Collocation - Subsequent Cable Only	XPG++, XN6++, ZS6++	1ZZ59		$0.00	$ 1,293.20			
12	MI	PHYSICAL COLLOCATION	Planning Fees - Adjacent Off-Site Collocation - Initial	XPG++	NR3PM		$0.00	$ 1,427.49			Not on CABS rate table
12	MI	PHYSICAL COLLOCATION	Physical Caged Collocation - Physical Land and Building (per 100 SF cage)	XPG++	1ZZ5A		$ 907.64	None		Per 100 SF cage	
12	MI	PHYSICAL COLLOCATION	Physical Caged Collocation - Physical Cage Preparation (per 100 SF cage)	XPG++	1ZZ5B		$ 55.44	None		Per 100 SF cage	
12	MI	PHYSICAL COLLOCATION	Physical Caged Collocation - HVAC (per 10 amps of DC power)	XPG++	1ZZ5C		$ 5.88	None		Per 10 amps of DC power	
12	MI	PHYSICAL COLLOCATION	Physical Caged Collocation - Physical Cable Racking (per 100 SF cage)	XPG++	1ZZ5D		$ 28.85	None		Per 100 SF cage	
12	MI	PHYSICAL COLLOCATION	Physical Caged Collocation - Physical Grounding (per 100 SF cage)	XPG++	1ZZ5E		$ 4.50	None		Per 100 SF cage	
12	MI	PHYSICAL COLLOCATION	Cageless Collocation - Land and Building Charge (per 1/4 rack)	XN6++	1ZZ5F		$ 11.14	None		Per 1/4 rack	
12	MI	PHYSICAL COLLOCATION	Cageless Collocation - Relay Rack Charge (Optional) (per 1/4 rack)	XN6++	1ZZ5G		$ 2.67	None		Per 1/4 rack	
12	MI	PHYSICAL COLLOCATION	Cageless Collocation - HVAC (per 10 amps of DC power)	XN6++	1ZZ5H		$ 5.88	None		Per 10 amps of DC power	
12	MI	PHYSICAL COLLOCATION	Caged/Common Collocation - Land and Building (per common area linear foot)	XS6++	1ZZ5J		$ 42.15	None		Per common area linear foot	
12	MI	PHYSICAL COLLOCATION	Caged/Common Collocation - Cage Preparation (per common area linear foot)	XS6++	1ZZ5K		$ 2.09	None		Per common area linear foot	
12	MI	PHYSICAL COLLOCATION	Caged/Common Collocation - HVAC (per 10 amps of DC power)	XS6++	1ZZ5L		$ 5.88	None		Per 10 amps of DC power	
12	MI	PHYSICAL COLLOCATION	Caged/Common Collocation - Physical Cable Racking (per common area linear foot)	XS6++	1ZZ5M		$ 4.54	None		Per common area linear foot	
12	MI	PHYSICAL COLLOCATION	Caged/Common Collocation - Physical Grounding (per common area linear foot)	XS6++	1ZZ5N		$ 0.21	None		Per common area linear foot	
12	MI	PHYSICAL COLLOCATION	Power Consumption - DC Usage - Physical Caged Collocation (per AMP)	XPG++	1ZZ5O		$ 6.10	None		Per AMP	

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12	MI	PHYSICAL COLLOCATION	Power Consumption - DC Usage - Common Caged Collocation (per AMP)	XS6++	1ZZ5P		$ 6.10	None		Per AMP	
12	MI	PHYSICAL COLLOCATION	Power Consumption - DC Usage - Cageless Collocation (per AMP)	XN6++	1ZZ5Q		$ 6.50	None		Per AMP	
12	MI	PHYSICAL COLLOCATION	Power Consumption - DC Usage - Adjacent On-Site Collocation (per AMP)	XPG++, XN6++, ZS6++	1ZZ5R		$ 5.22	None		Per AMP	
12	MI	PHYSICAL COLLOCATION	Power Consumption - AC Usage - Physical Caged Collocation (per AMP)	XPG++	1ZZ5S		$ 4.00	None		Per AMP	
12	MI	PHYSICAL COLLOCATION	Power Consumption - AC Usage - Common Caged Collocation (per AMP)	XS6++	1ZZ5T		$ 4.00	None		Per AMP	
12	MI	PHYSICAL COLLOCATION	Power Consumption - AC Usage - Cageless Collocation (per AMP)	XN6++	1ZZ5U		$ 4.00	None		Per AMP	
12	MI	PHYSICAL COLLOCATION	Power Consumption - AC Usage - Adjacent On-Site Collocation (per AMP)	XPG++, XN6++, ZS6++	1ZZ5V		$ 4.00	None		Per AMP	
12	MI	PHYSICAL COLLOCATION	Security Cards (5 cards)	XPG++, XN6++, ZS6++	1ZZ5W		$0.00	$ 92.77			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Physical Caged Collocation - DS1 Arrangement (28 DS1s) - DCS	XPG++	1ZZ5X		$ 297.92	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Physical Caged Collocation - DS1 Arrangement (28 DS1s) - DSX	XPG++	1ZZ5Y		$ 14.65	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Common Caged Collocation - DS1 Arrangement (28 DS1s) - DCS	XS6++	1ZZ5Z		$ 297.90	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Common Caged Collocation - DS1 Arrangement (28 DS1s) - DSX	XS6++	1ZZ61		$ 14.65	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Cageless Collocation - DS1 Arrangement (28 DS1s) - DCS	XN6++	1ZZ62		$ 297.90	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Cageless Collocation - DS1 Arrangement (28 DS1s) - DSX	XN6++	1ZZ63		$ 14.65	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent On-Site Collocation - DS1 Arrangement (28 DS1s) - DCS	XPG++, XN6++, ZS6++	1ZZ64		$ 297.90	$ 1,818.09			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent On-Site Collocation - DS1 Arrangement (28 DS1s) - DSX	XPG++, XN6++, ZS6++	1ZZ65		$ 14.67	$ 1,818.09			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent On-Site Collocation - DS1 Racking	XPG++, XN6++, ZS6++	S8GBO		$ 0.62	None			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent Off-Site Collocation - DS1 Arrangement (28 DS1s) - DCS	XPG++, XN6++, ZS6++	1ZZ66		$ 297.90	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent Off-Site Collocation - DS1 Arrangement (28 DS1s) - DSX	XPG++, XN6++, ZS6++	1ZZ67		$ 14.65	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent Off-Site Collocation - DS1 Arrangement (450 DS1s) - MDF	XPG++, XN6++, ZS6++	1ZZ68		$ 355.52	$ 694.94			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Physical Caged Collocation - DS3 Arrangement (1 DS3) - DCS	XPG++	1ZZ69		$ 74.66	$ 363.31			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Physical Caged Collocation - DS3 Arrangement (1 DS3) - DSX	XPG++	1ZZ6A		$ 12.84	$ 363.31			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Common Caged Collocation - DS3 Arrangement (1 DS3) - DCS	XS6++	1ZZ6B		$ 74.59	$ 363.31			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Common Caged Collocation - DS3 Arrangement (1 DS3) - DSX	XS6++	1ZZ6C		$ 12.84	$ 363.31			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Cageless Collocation - DS3 Arrangement (1 DS3) - DCS	XN6++	1ZZ6D		$ 74.66	$ 363.31			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Cageless Collocation - DS3 Arrangement (1 DS3) - DSX	XN6++	1ZZ6E		$ 12.84	$ 363.31			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent On-Site Collocation - DS3 Arrangement (1 DS3) - DCS	XPG++, XN6++, ZS6++	1ZZ6F		$ 74.68	$ 464.59			

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12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent On-Site Collocation - DS3 Arrangement (1 DS3) - DSX	XPG++, XN6++, ZS6++	1ZZ6G		$ 12.86	$ 464.59			
12	MI	PHYSICAL COLLOCATION	Interconnection Arrangement Options - Adjacent On-Site Collocation - DS3 Racking	XPG++, XN6++, ZS6++	S8GBP		$ 0.62	None			
12	MI	PHYSICAL COLLOCATION	Physical Caged Collocation - Voice Grade Arrangement (100 pairs)	XPG++	1ZZ6H		$ 6.44	$ 936.26			
12	MI	PHYSICAL COLLOCATION	Common Caged Collocation - Voice Grade Arrangement (100 pairs)	XS6++	1ZZ6J		$ 6.44	$ 936.26			
12	MI	PHYSICAL COLLOCATION	Cageless Collocation - Voice Grade Arrangement (100 pairs)	XN6++	1ZZ6K		$ 6.51	$ 936.26			
12	MI	PHYSICAL COLLOCATION	Adjacent On-Site Collocation - Voice Grade Arrangement (100 pairs)	XPG++, XN6++, ZS6++	1ZZ6L		$ 6.31	$ 1,065.28			
12	MI	PHYSICAL COLLOCATION	Adjacent On-Site Collocation - Voice Grade Racking	XPG++, XN6++, ZS6++	S8GBQ		$ 0.54	None			
12	MI	PHYSICAL COLLOCATION	Adjacent On-Site Collocation - Rack between CO Outside Wall and Adjacent On-Site, per rack	XPG++, XN6++, ZS6++	S8GBR		$ 35.80	$ 300.72		Per rack	
12	MI	PHYSICAL COLLOCATION	Adjacent Off-Site Collocation - Voice Grade Arrangement (900 pairs)	XPG++, XN6++, ZS6++	1ZZ6M		$ 355.52	$ 694.94			
12	MI	PHYSICAL COLLOCATION	Optical Circuit Arrangement (12 Fiber pairs) - Physical Caged Collocation - (per Cable)	XPG++	1ZZ6N		$ 8.32	$ 2,622.86		Per Cable	
12	MI	PHYSICAL COLLOCATION	Optical Circuit Arrangement (12 Fiber pairs) - Common Caged Collocation - (per Cable)	XS6++	1ZZ6O		$ 8.32	$ 2,622.86		Per Cable	
12	MI	PHYSICAL COLLOCATION	Optical Circuit Arrangement (12 Fiber pairs) - Cageless Collocation - (per Cable)	XN6++	1ZZ6P		$ 8.32	$ 2,277.74		Per Cable	
12	MI	PHYSICAL COLLOCATION	Optical Circuit Arrangement (12 Fiber pairs) - Adjacent On-Site Collocation - (per Cable)	XPG++, XN6++, ZS6++	1ZZ6Q		$ 8.34	$ 2,912.75		Per Cable	
12	MI	PHYSICAL COLLOCATION	Optical Circuit Arrangement (12 Fiber pairs) - Adjacent On-Site Collocation - Optical Racking	XPG++, XN6++, ZS6++	S8GBS		$ 0.77	None			
12	MI	PHYSICAL COLLOCATION	Optical Circuit Arrangement (12 Fiber pairs) - Adjacent Off-Site Collocation - (per Cable)	XPG++, XN6++, ZS6++	1ZZ6R		$ 9.14	$ 2,903.19		Per Cable	
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Physical Caged Collocation - Power Delivery - 40 AMP	XPG++	1ZZ6S		$0.00	$ 170.71			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Physical Caged Collocation - Power Delivery - 100 AMP	XPG++	1ZZ6T		$0.00	$ 222.66			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Physical Caged Collocation - Power Delivery - 200 AMP	XPG++	1ZZ6U		$0.00	$ 290.20			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Physical Cageless Collocation	XN6++	S8GNL		$ 0.08	None			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Common Caged Collocation - Power Delivery - 40 AMP	XS6++	1ZZ6V		$0.00	$ 170.71			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Common Caged Collocation - Power Delivery - 100 AMP	XS6++	1ZZ6W		$0.00	$ 222.66			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Common Caged Collocation - Power Delivery - 200 AMP	XS6++	1ZZ6X		$0.00	$ 290.20			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Adjacent On-Site Collocation - Power Delivery - 200 AMP	XPG++, XN6++, ZS6++	1ZZ6Y		$ 16.02	$ 6,058.45			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Adjacent On-Site Collocation - Power Delivery - 400 AMP	XPG++, XN6++, ZS6++	1ZZ6Z		$ 32.03	$ 11,764.36			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Adjacent On-Site Collocation - Power Delivery - 600 AMP	XPG++, XN6++, ZS6++	1ZZ81		$ 33.80	$ 15,543.72			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Adjacent On-Site Collocation - Power Delivery - 800 AMP	XPG++, XN6++, ZS6++	1ZZ82		$ 50.71	$ 23,139.31			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Adjacent On-Site Collocation - Cable Rack between CO Outside Wall and Adjacent On-Site	XPG++, XN6++, ZS6++	S8GBT		$ 35.48	$ 297.75			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Adjacent On-Site Collocation - Cable Entrance, per wall opening	XPG++, XN6++, ZS6++	S8GBU		$0.00	$ 714.83		Per wall opening	
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Entrance Fiber Structure Charge (per 125 foot Innerduct)	XPG++, XN6++, ZS6++	S8FVZ		$ 1.94	None		Per 125 foot Innerduct	
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Entrance Fiber, per cable sheath - Physical Caged Collocation	XPG++	1ZZ83		$ 2.71	$ 1,598.37		Per cable sheath	
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Entrance Fiber, per cable sheath - Common Caged Collocation	XS6++	1ZZ84		$ 2.71	$ 1,598.37		Per cable sheath	

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12	MI	PHYSICAL COLLOCATION	Power Arrangement - Entrance Fiber, per cable sheath - Cageless Collocation	XN6++	1ZZ85		$ 14.97	$ 1,598.37		Per cable sheath	
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Entrance Fiber, per cable sheath - Adjacent On-Site Collocation	XPG++, XN6++, ZS6++	1ZZ86		$ 31.26	$ 2,880.83		Per cable sheath	
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Adjacent On-Site Collocation Arrangement - Land Rental, per square foot	XPG++, XN6++, ZS6++	1ZZ87		$ 0.39	None		Per square foot	
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Physical to Physical - Fiber Cable (12 Fiber Pairs)	XPG++, XN6++, ZS6++	1ZZ88		$ 0.84	$ 2,277.74			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Physical to Physical - DS1 Cable (29 DS1s)	XPG++, XN6++, ZS6++	1ZZ89		$ 0.76	$ 1,421.73			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Physical to Physical - DS3 Cable (1 DS3)	XPG++, XN6++, ZS6++	1ZZ8A		$ 0.76	$ 363.31			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Cageless to Cageless - Fiber Cable (12 Fiber Pairs)	XN6++	1ZZ8B		$ 0.25	$ 897.29			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Cageless to Cageless - DS1 Cable (29 DS1s)	XN6++	1ZZ8C		$ 0.20	$ 560.08			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Cageless to Cageless - DS3 Cable (1 DS3)	XN6++	1ZZ8D		$ 0.20	$ 143.12			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Physical/Cageless to Virtual - Fiber Cable (12 Fiber Pairs)	XPG++, XN6++, ZS6++	1ZZ8E		$ 0.24	$ 829.91			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Physical/Cageless to Virtual - DS1 Cable (29 DS1s)	XPG++, XN6++, ZS6++	1ZZ8F		$ 0.19	$ 518.01			
12	MI	PHYSICAL COLLOCATION	Power Arrangement - Collocation-to-Collocation Arrangement - Physical/Cageless to Virtual - DS3 Cable (1 DS3)	XPG++, XN6++, ZS6++	1ZZ8G		$ 0.19	$ 132.37			
12	MI	VIRTUAL COLLOCATION	Planning - Initial	XVG++	1ZZ8H		$0.00	$ 4,741.75			
12	MI	VIRTUAL COLLOCATION	Planning - Subsequent/Cable Only	XVG++	1ZZ8J		$0.00	$ 1,436.89			
12	MI	VIRTUAL COLLOCATION	Land and Building (per 1/4 bay framework)	XVG++	1ZZ8K		$ 11.14	$0.00		Per 1/4 bay framework	
12	MI	VIRTUAL COLLOCATION	Relay Rack (per 1/4 rack)	XVG++	1ZZ8L		$ 2.67	$0.00		Per 1/4 rack	
12	MI	VIRTUAL COLLOCATION	HVAC (per 10 amps of DC power consumption)	XVG++	1ZZ8M		$ 5.88	$0.00		Per 10 amps of DC power consumption	
12	MI	VIRTUAL COLLOCATION	Entrance Fiber (per cable)	XVG++	1ZZ8N		$ 14.97	$ 1,598.37		Per cable	
12	MI	VIRTUAL COLLOCATION	Entrance Fiber Structure Charge	XVG++	S8GBX		$ 1.94	None			
12	MI	VIRTUAL COLLOCATION	Power Delivery	XVG++	1ZZ8O		$ 0.08	$0.00			
12	MI	VIRTUAL COLLOCATION	Power Consumption - DC Power (per AMP)	XVG++	1ZZ8P		$ 6.50	$0.00		Per AMP	
12	MI	VIRTUAL COLLOCATION	Power Consumption - AC Power (per AMP)	XVG++	1ZZ8Q		$ 4.00	$0.00		Per AMP	
12	MI	VIRTUAL COLLOCATION	Voice Grade Interconnection Arrangement (per 100 pairs)	XVG++	1ZZ8R		$ 6.51	$ 936.26		Per 100 pairs	
12	MI	VIRTUAL COLLOCATION	DS1 Interconnection Arrangement to DCS (per 28 DS1s)	XVG++	1ZZ8S		$ 297.90	$ 1,421.73		Per 28 DS1s	
12	MI	VIRTUAL COLLOCATION	DS1 Interconnection Arrangement to DSX (per 28 DS1s)	XVG++	1ZZ8T		$ 14.65	$ 1,421.73		Per 28 DS1s	
12	MI	VIRTUAL COLLOCATION	DS3 Interconnection Arrangement to DCS (per 1 DS3)	XVG++	1ZZ8U		$ 74.66	$ 363.31		Per 1 DS3	
12	MI	VIRTUAL COLLOCATION	DS3 Interconnection Arrangement to DSX (per 1 DS3)	XVG++	1ZZ8V		$ 12.84	$ 363.31		Per 1 DS3	
12	MI	VIRTUAL COLLOCATION	Fiber Interconnection arrangement (per 12 fiber pairs)	XVG++	1ZZ8W		$ 8.32	$ 2,277.74		Per 12 fiber pairs	
12	MI	VIRTUAL COLLOCATION	Collocation to Collocation Arrangement - Fiber Cable (per 12 fiber cable)	XVG++	1ZZ8X		$ 0.25	$ 897.29		Per 12 fiber cable	
12	MI	VIRTUAL COLLOCATION	Collocation to Collocation Arrangement - DS1 Cable (per 28 DS1s)	XVG++	1ZZ8Y		$ 0.20	$ 560.08		Per 28 DS1s	

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	
12	MI	VIRTUAL COLLOCATION	Collocation to Collocation Arrangement - DS3 Cable (per 1 DS3)	XVG++	1ZZ8Z		$ 0.20	$ 143.12		Per 1 DS3	
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Equipment Maintenance - Staffed Building - Access during attended hours - Each 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ91		$0.00	$ 17.76			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Equipment Maintenance - Staffed Building - Access during attended hours - Each additional 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ91		$0.00	$ 17.76			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Equipment Maintenance - Staffed Building - Access during unattended hours - 4 hour minimum	XPG++, XN6++, ZS6++, XVG++	1ZZ92		$0.00	$ 284.20			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Equipment Maintenance - Staffed Building - Access during unattended hours - Each additional 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ91		$0.00	$ 17.76			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Equipment Maintenance - Unstaffed Building - Access during normal business day - Each 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ93		$0.00	$ 17.76			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Equipment Maintenance - Unstaffed Building - Access during normal business day - Each additional 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ93		$0.00	$ 17.76			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Equipment Maintenance - Unstaffed Building - Access during non-normal business day - 4 hour minimum	XPG++, XN6++, ZS6++, XVG++	1ZZ92		$0.00	$ 284.20			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Equipment Maintenance - Unstaffed Building - Access during non-normal business day - Each additional 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ93		$0.00	$ 17.76			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Security Escort - Staffed Building - Access during attended hours - Each 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ94		$0.00	$ 15.83			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Security Escort - Staffed Building - Access during attended hours - Each additional 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ94		$0.00	$ 15.83			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Security Escort - Staffed Building - Access during unattended hours - 4 hour minimum	XPG++, XN6++, ZS6++, XVG++	1ZZ95		$0.00	$ 253.32			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Security Escort - Staffed Building - Access during unattended hours - Each additional 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ94		$0.00	$ 15.83			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Security Escort - Unstaffed Building - Access during normal business day - Each 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ96		$0.00	$ 15.83			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Security Escort - Unstaffed Building - Access during normal business day - Each additional 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ96		$0.00	$ 15.83			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Security Escort - Unstaffed Building - Access during non-normal business day - 4 hour minimum	XPG++, XN6++, ZS6++, XVG++	1ZZ95		$0.00	$ 253.32			
12	MI	VIRTUAL COLLOCATION	Equipment Maintenance and Security Escort - Security Escort - Unstaffed Building - Access during non-normal business day - Each additional 1/4 hour	XPG++, XN6++, ZS6++, XVG++	1ZZ96		$0.00	$ 15.83			
		Note Ehanced Extended Loop (EEL)									
			EELS will be equal to sum of the rates associated								
			with the individual unbundled network elements								
			comprising the EEL. The rates will be based on the								
			rates for the unbundled loop and the unbundled								
			dedicated transport that comprise the EEL, and								
			any unbundled multiplexing and unbundled clear								
			channel capability as requested or requied.								
			Following is a list of EELs available under this Price								

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	
			Schedule:								
			2-Wire Analog Loop to DS1 Dedicated Transport facilities								
			2-Wire Analog Loop to DS3 Dedicated Transport facilities								
			4-Wire Analog Loop to DS1 Dedicated Transport facilities								
			4-Wire Analog Loop to DS3 Dedicated Transport facilities								
			2-Wire Digital Loop to DS1 Dedicated Transport facilities								
			2-Wire Digital Loop to DS3 Dedicated Transport facilities								
			4-Wire Digital Loop(DS1 Loop) to DS1 Dedicated Transport facilities								
			4-Wire Digital Loop(DS1 Loop) to DS3 Dedicated Transport facilities								

AT&T Wholesale Amendment

Contract Number: 18174

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
TELNET WORLDWIDE, INC.

The Interconnection Agreement dated September 9, 2012 (the "Agreement"), by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and TelNet Worldwide, Inc. ("CLEC") is hereby amended by this Michigan Power Amendment ("Amendment") as set forth below:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

The following terms of this Amendment apply to all forms of collocation that involve the draw of DC power by a CLEC's collocated equipment:

2. DC POWER CHARGES BASED ON CLEC SELF REPORTED POWER USAGE

2.1 For purpose of billing CLEC for all monthly DC power rate elements, upon execution of this Amendment, CLEC elects to self report DC power usage by following the self certification requirements set forth herein. If CLEC elects to report DC power usage, then the reported CLEC power usage shall be the basis for AT&T Michigan billing all monthly DC power rates. The minimum CLEC requested amperage is 5 amps per fused position within CLEC's collocation arrangement.

2.2 CLEC self-reported DC power usage is multiplied times the per amp rates for DC Power to determine the total monthly DC Power and other related charges based on DC power usage.

3. CLEC SELF REPORTED DC POWER USAGE

The following rules will apply to ensure fair and proper reporting and administration of the CLEC Self Reported Measured DC Power Usage and associated billing:

3.1 On an annual basis, CLEC will self-certify the DC Power usage for each of its fused positions within CLECs Michigan collocation arrangements as specified in Sections 3.5 and 3.6 below ("Self Certification Process").

3.2 CLECs will complete the self certification form using the self certification form attached to this Amendment as Attachment A. CLEC will email the completed initial self certification form to the Collocation Service Center (CSC) admin mailbox at CSC_admin@att.com. The self certification

form will be used until the mechanized forms can be accessed on the CLEC On Line website. Once the forms are mechanized, the CLEC will be notified. No sooner than thirty (30) calendar days after such notification, CLEC will begin submitting such information through the mechanized forms. The non-mechanized forms will no longer be accepted by the CSC ninety (90) days after such notification. CLEC may use an Approved Tier 1 Power Vendor or its own qualified personnel to perform the reading of DC power usage in a caged or cageless collocation arrangement.

3.3 In a virtual collocation arrangement, the following requirements will apply for the self certification by the CLEC:

3.3.1 CLEC shall use an Approved Tier 1 Power Vendor to perform the reading of the DC power usage in the virtual arrangement, Approved Tier 1 Power Vendor shall follow the existing practices for performing the work in the Central Office, (e.g., the Job Start Agreement and Method Of Procedures (JSNMOP)).

3.3.2 The Local Field Office (LFO) retains the right of escorting the CLEC's Approved Tier 1 Power Vendor while performing the amperage readings. Existing escort rates for the LFO are applicable as indicated in the interconnection agreement between the parties.

3.4 The CLEC will have up to ninety (90) days from the Effective Date of this Amendment to complete the initial self certification form. The self certification form will include all CLEC collocation arrangements within the specific CLLI listing each of their fused positions within CLEC's Michigan collocation arrangements using the procedures set forth in Section 3.2 above. CLEC may submit the initial self certification forms that contain all or part of the CLEC collocation arrangements within AT&T Michigan's central offices. However, within the ninety (90) days from the Effective Date of this Amendment, in order to be eligible for being billed based on the CLEC DC power usage, CLEC must submit an initial self certification form(s) for each fused position within the collocation arrangement located in AT&T Michigan's central offices. AT&T Michigan will process the initial self certification form(s) as follows:

1. Upon receipt of the initial self certification form(s), AT&T Michigan will process service orders related to the CLEC collocation arrangements reported in the initial self certification updating billed amperage for DC Power by CLEC billing account number (BAN) associated with that collocation arrangement per the information contained on the self certification form, retroactive to the Effective Date of this amendment, and will true-up any billing that occurred subsequent to the Effective Date of this amendment.

2. If CLEC fails to submit the initial self certification form for all CLEC collocation arrangements within the 90-day period, CLEC collocation arrangements shall continue to be billed at 50% of the distribution cable amperage capacity of the specific CLEC collocation arrangements at the rate in the existing interconnection agreement, i.e., the capacity of one power lead until all initial self certification form(s) are received for CLEC collocation arrangements. The effective billing date will be the date the initial self certification form(s) are received for those CLEC collocation arrangements.

3.5 In the annual self certification, CLEC will self certify that there has been a physical site measured verification (taken no more than 12 months before the date of the certification) of the total actual usage for each CLEC fused position within CLEC's collocation arrangements. Physical measurements shall be taken on the supply side of all CLEC collocation arrangements. Each CLEC collocation arrangement shall be identified by providing the relay rack number of the AT&T Michigan BDFB or Power Board and the fuse position.

3.6 CLEC's subsequent annual self certifications will be due 12 months from the amendment effective date of every calendar year.

3.7 If a self certification form subsequent to the initial certification is not received by the due date, AT&T Michigan reserves the right to bill for these CLEC collocation arrangements in the State based on 50% of the distribution cable amperage capacity of the specific CLEC collocation arrangement at the rates in the existing interconnection agreement, up and until all subsequent self certification form(s) are received for CLEC collocation arrangements. The effective billing date for billing DC Power usage will be the date the subsequent self certification form(s) are received for those CLEC collocation arrangements.

3.8 Within 30 calendar days after performing any collocation augment, CLEC will notify AT&T Michigan and submit a revised self certification form(s) for the augmented collocation site reflecting an increase in CLEC amperage usage for the CLEC collocation arrangement since the last self certification if the actual increase in usage for the CLEC collocation arrangement is 5 AMPs or greater over the last self certified amount and the increase occurs between self certification dates. CLEC will notify AT&T Michigan and submit a revised self certification form(s) for a collocation site reflecting a decrease in CLEC usage since the last self certification if the actual decrease in usage for the arrangement is 5 AMPs or greater from the amount of the last self certification and the decrease occurs between self certification dates. AT&T Michigan will update the CLEC billing to account for the increase or the decrease in CLEC power usage on the next billing cycle.

3.9 AT&T Michigan reserves the right to temporarily reduce the size of the fuse for CLEC in the event of a pending or actual DC power emergency or natural disaster, for the protection of the central office power plant. AT&T Michigan will not reduce the fuse device below 125% of the CLEC Requested Amperage. AT&T Michigan will provide reasonable notice to all affected CLECs at least 48 hours prior to reducing any fuses. If the CLEC requires power greater than that of 125% of billed measured usage, CLEC shall report the amount of power it requires during the potential DC power emergency, within 24 hours of AT&T Michigan providing notice. AT&T Michigan will fuse the CLEC's collocation arrangement at 125% of the newly requested amount. Natural disasters that could necessitate the need to temporarily reduce the size of the fuse could include, but are not limited to, hurricanes, tornados, wild fires, earthquakes, or any event which causes a prolonged electrical outage. At the conclusion of the DC power emergency, AT&T Michigan will provide notice to all CLECs who requested additional power, that the DC power emergency has concluded, Within 48 hours after such notice, AT&T Michigan will begin to return all associated fuses back to their pre-emergency size. If the CLEC chooses to keep its power consumption at the newly specified level, AT&T Michigan must receive notice of the CLEC’s desire within 24 hours of the CLEC being notified that the DC power emergency has concluded. On a going forward basis the CLEC will be billed for the newly requested amount of power. If the CLEC does not notify AT&T Michigan of its desire to maintain the increased measured usage level, billing will revert to the pre-emergency CLEC requested usage. AT&T Michigan may bill CLEC based on the increased amperage for the duration of the DC power emergency.

4. SELF CERTIFICATION AUDITS

4.1 AT&T Michigan reserves the right to annually validate CLEC actual usage reported in its annual self-certifications. AT&T Michigan will bring any discrepancies of plus or minus 5%, provided the discrepancy is at least 5 AMPs, to the CLEC’s attention for resolution within 10 business days. AT&T Michigan may update the CLEC’s billing, back to the most recent CLEC self certification, based on the AT&T Michigan audit of measured usage. However, if the CLEC can reasonably identify the source or cause of the variation in power consumption from the previously CLEC reported amount, including but not limited to deployment of newly collocated equipment, then the amended billing shall be prorated back to the date justified by the identification of that source or cause.

4.2 If anytime after receiving the CLEC's initial self-certifications, AT&T Michigan identifies that a specific CLEC collocation arrangement was under reported by 20% or more, provided the discrepancy is at least 10 amps, AT&T Michigan will notify the CLEC within 5 business days of the discrepancy. AT&T Michigan may update the CLEC billing, back to the most recent CLEC self certification, based on the AT&T Michigan audit of measured usage.

4.2.1 AT&T's notice of discrepancy shall contain identification of the specific collocation arrangements(s) at issue, the amperage amount CLEC reported in its self certification form, the amperage amount alleged by AT&T, and the date that AT&T measured the power used as the basis for the discrepancy notification. AT&T and CLEC shall attempt to resolve any such discrepancies reported by AT&T and may agree to conduct a joint measurement. CLEC may provide AT&T with information, such as mitigating factors, showing that adjusted billing is not warranted. If any dispute is not resolved, either Party may pursue the dispute under the dispute resolution procedures of this Agreement. During the pendency of any such dispute, AT&T Michigan and CLEC shall comply with the provisions as set forth in Section 15.0 Billing and Payment of Rates and Charges, contained in the underlying CLEC Interconnection agreement. AT&T reserves the right to true-up to AT&T's measured usage back to the last CLEC self certification date if it is determined that AT&T's measurements were correct or back to the date that the CLEC proves was the actual date the increased amperage usage occurred.

4.2.2 If discrepancies of greater than 20% and at least 10 amps occur a second time within a 24 calendar month period from the first time for a specific CLEC collocation arrangement, Section 4.2.1 will be followed. If it is ultimately determined from the process in Section 4.2.1 that AT&T's measurements are correct, the billing to the CLEC will be based on 50% of the distribution cable amperage capacity of that specific CLEC collocation arrangement for the next 12 month period at the rates in the existing interconnection agreement before the CLEC will again be eligible for this offering at the CLEC collocation arrangement with the discrepancy.

4.3 If 15% or 2 collocation arrangements, whichever is higher, of a CLECs total collocation count in Michigan are found to have discrepancies per collocation arrangement of greater than 20% and at least 10 amps in a calendar year, Section 4.2.1 will be followed. If it is ultimately determined from the process in Section 4.2.1 that AT&T's measurements of greater than a 20% discrepancy and at least 10 amps are correct for 15% or 2 collocation arrangements, whichever is higher, of the CLEC's total collocation count, billing to the CLEC will be based on 50% of the distribution cable amperage capacity for all CLEC collocation arrangements in Michigan under the terms of the existing interconnection agreement, as applicable, including the rates stated therein, for the next 12 month period before the CLEC will again be eligible for this offering.

5. PRICING SCHEDULE

5.1 See Attachment B.

6. TERM OF AMENDMENT

6.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. 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. RESERVATIONS OF RIGHTS

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

8. MISCELLANEOUS

8.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

8.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

9. EFFECTIVE DATE

9.1 This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

TelNet Worldwide, Inc.

By: _____

Printed: Mark Iannuzzi

Title: President
(Print or Type)

Date: 3-28-13

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

By: _____

Printed: Patrick Doherty

Title: Director - Regulatory
(Print or Type)

Date: 4-1-13

	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725
ACNA -	TJZ		

MICHIGAN COLLOCATION POWER ORDER
SELF CERTIFICATION FORM
ATTACHMENT A
COLLOCATION POWER USAGE READINGS

ROW #	ACNA	List the CLLI11 For Each Collocation Arrangement	Please Provide ILEC Fuse Assignments For Each DC Power Arrangements (A&B Lead)			New CLEC Requested Amperage To Be Billed	Billing Account Number (BAN)
			Lead	"BDFB or Power Board" Relay Rack	Fuse Position		
1			A				
			B				
2			A				
			B				
3			A				
			B				
4			A				
			B				
5			A				
			B				
6			A				
			B				
7			A				
			B				
8			A				
			B				
9			A				
			B				
10			A				
			B				
11			A				
			B				
12			A				
			B				
13			A				
			B				
14			A				
			B				

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	MI	PHYSICAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XPG++ XN6++ XS6++	C1FWA		$12.44			Per Amp
12	MI	PHYSICAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XPG++ XN6++ XS6++	*OUACD, *OUALD		$11.08			Per Amp
12	MI	VIRTUAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XVG++	C1FWA		$12.44			Per Amp
12	MI	VIRTUAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XVG++	*OUAVD		$11.08			Per Amp
*Use ICB USOC and manually rated with this rate										

AT&T Wholesale Amendment

Contract Number: 17644

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
TELNET WORLDWIDE, INC.

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and TelNet Worldwide, Inc. ("CLEC"). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T MICHIGAN's service territory in the State(s) of Michigan.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on September 25, 2012 (the "Agreement"); and

WHEREAS, AT&T MICHIGAN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2014.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.

TelNet Worldwide, Inc.

Signature: _____

Name: Mark Iannazzi
(Print or Type)

Title: President
(Print or Type)

Date: 11/16/12

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

Signature: _____

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 11-26-12

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AT&T Wholesale Amendment

Contract Number: 21719

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 14 Jul 2016

TelNet Worldwide, Inc.

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 14 Jul 2016

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AMENDMENT TO THE AGREEMENT BETWEEN TELNET WORLDWIDE, INC. AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This amendment ("Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and TelNet Worldwide, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved September 25, 2012 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al*., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.,* WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to* 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

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, and Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **Lifeline and Link Up Services**

   2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. **Intercarrier Compensation**

   3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit 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.

4. **Forbearance**

   4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. 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.

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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
10. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

Pricing Sheet
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)	OHU	USG14		0.0007			MOU
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG14		$0.00			MOU

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 30 Sep 2016

TelNet Worldwide, Inc.

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 03 Oct 2016

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
TELNET WORLDWIDE, INC.

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and TelNet Worldwide, Inc. ("CLEC"). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T MICHIGAN's service territory in the State(s) of Michigan.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"); and

WHEREAS, AT&T MICHIGAN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. For Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2017 or the date it is fully executed, whichever is later. For example,

if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.

AT&T Wholesale Amendment

Contract Number: 23089

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 17 Nov 2017

TelNet Worldwide, Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 17 Nov 2017

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AMENDMENT TO THE AGREEMENT BETWEEN TELNET WORLDWIDE, INC. AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This amendment ("Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and TelNet Worldwide, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved September 25, 2012 and as subsequently amended ("Agreement");

WHEREAS, the Parties desire to correct certain Class of Service, USOC information and associated rates for products and/or services that have been ordered and provisioned under this Agreement; and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add Class of Service UBNTX, USOC ULNCH and the associated rates to the Pricing Sheet, as illustrated in Exhibit 1, which is attached hereto and incorporated herein.
3. Notwithstanding anything to the contrary in this Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Amendment shall entitle an Adopting CLEC to any retroactive application of any rates under this Amendment.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per 1,000 feet		ULNCH		$2.196	NA	NA	per 1,000 feet

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 24 Jul 2018

TelNet Worldwide, Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 24 Jul 2018

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AMENDMENT TO THE AGREEMENT BETWEEN TELNET WORLDWIDE, INC. AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This amendment ("Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and TelNet Worldwide, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved September 25, 2012 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions contained within, Exhibit A – Operator Services and Directory Assistance (f/k/a Customer Information Services) and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **Customer Information Services (CIS)**

   2.1. With the exception of 2.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

   2.2. Add Attachment - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.

   2.3. **Add the following provisions to the Attachment or Appendix for Resale**

      CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

      CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

      CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

      CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

3. The Parties agree to replace Section 19 from the Agreement with the following language:

19. Notices

19.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

19.1.1 delivered by electronic mail (email).

19.1.2 delivered by facsimile.

19.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

19.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.

19.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.

19.3 Notices will be deemed given as of the earliest of:

19.3.1 the date of actual receipt.

19.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

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

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Iannuzzi President
STREET ADDRESS	1175 W. Long Lake Road
CITY, STATE, ZIP CODE	Troy, MI 48098
PHONE NUMBER*	(248) 485-1000
FACSIMILE NUMBER	(248) 485-1051
EMAIL ADDRESS	mark.iannuzzi@telnetww.com

	AT&T CONTACT

NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

19.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

19.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

19.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

19.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

5. 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.

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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

10. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

EXHIBIT A - ATTACHMENT – OPERATOR SERVICES AND DIRECTORY ASSISTANCE

(f/k/a **CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the

requested number is completed.

3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.4 Where Consolidated Reference Rater (“CRR”) is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

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4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.

4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

4.2.7 Breach of Contract:

4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					$ 1,800.00	$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call	XPU	OPEN		$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					$800.00	$800.00	per trunk group
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$ 0.03	NA	NA	per work second
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					$ 0.040	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale

AT&T Wholesale Amendment

Contract Number: 23834

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 02 Aug 2018

TelNet Worldwide, Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 02 Aug 2018

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
TELNET WORLDWIDE, INC.

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and TelNet Worldwide, Inc. ("CLEC"). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T MICHIGAN's service territory in the State(s) of Michigan.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on September 12, 2012 (the "Agreement"); and

WHEREAS, AT&T MICHIGAN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2020.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
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. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

9. For Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2019 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2019, remedies are effective with February 2019 performance data which will be reported in March 2019 with remedies due being payable in April 2019.

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 04 Oct 2021

TelNet Worldwide, Inc.

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 05 Oct 2021

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AMENDMENT TO THE AGREEMENT BETWEEN TELNET WORLDWIDE, INC. AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and TelNet Worldwide, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed September 12, 2012 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief Order"); and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
    a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
        i. to the same End User; and
        ii. at that same End User's existing location;
        iii. both as of February 2, 2020.
3. Add Attachment 16b - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
    a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
        i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
        ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or

iv. disconnect.

b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.

c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.

ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.

iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.

iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:

i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or

ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or

iv. disconnect.

b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.

c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to

market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes. .

7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.

   a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
      iii. disconnect.

   b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.

   c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service.

8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.

   a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
      iii. disconnect.

   b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS3 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.

   c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.

9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the

FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
   i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
   ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
   iii. disconnect.

b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.

c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.

10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.

11. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC's interstate and/or intrastate tariffs) to UNEs.

12. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.

13. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.

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

15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

17. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

18. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

ATTACHMENT 16b – 251(b)(1) RESALE

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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 will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized

agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B
MI	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	

PRICING SHEETS

MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice Mileage Per Point of Termination Zone 1*	*UB5++, EE7MX, UK1++*	*CZ4X1*	*1*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice Mileage Per Point of Termination Zone 2*	*UB5++, EE7MX, UK1++*	*CZ4X2*	*2*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice Mileage Per Point of Termination Zone 3*	*UB5++, EE7MX, UK1++*	*CZ4X3*	*3*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice Mileage Per Point of Termination Interzone*	*UB5++, EE7MX, UK1++*	*CZ4XZ*	*I*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice Mileage Per Mile Zone 1*	*UB5++, EE7MX, UK1++*	*1YZX1*	*1*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice Mileage Per Mile Zone 2*	*UB5++, EE7MX, UK1++*	*1YZX2*	*2*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice Mileage Per Mile Zone 3*	*UB5++, EE7MX, UK1++*	*1YZX3*	*3*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice Mileage Per Mile Interzone*	*UB5++, EE7MX, UK1++*	*1YZXZ*	*I*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect*	*UB5++, EE7MX, UK1++*	*CLYX1*	
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect*	*UB5++, EE7MX, UK1++*	*CLYX2*	
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect*	*UB5++, EE7MX, UK1++*	*CLYX3*	
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect*			
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice NRC Connect Zone 1 per circuit*	*UB5++, EE7MX, UK1++*	*NKCU8*	*1*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit*	*UB5++, EE7MX, UK1++*	*NKCU8*	*2*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice NRC Connect Zone 3 per circuit*	*UB5++, EE7MX, UK1++*	*NKCU8*	*3*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice NRC Disconnect Zone 1 per circuit*	*UB5++, EE7MX, UK1++*	*NKCU9*	*1*
MI	*UNBUNDLED DEDICATED TRANSPORT*	*DS1 Interoffice NRC Disconnect Zone 2 per circuit*	*UB5++, EE7MX, UK1++*	*NKCU9*	*2*

PRICING SHEETS

MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	

PRICING SHEETS

MI	UNBUNDLED DEDICATED TRANSPORT	Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7NX, UK3++	NRBCL	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

AT&T Wholesale
M41654@att.com

VIA ELECTRONIC MAIL

November 18, 2020

Mark Iannuzzi
President
TelNet Worldwide, Inc.
1175 W Long Lake Rd
Troy, MI 48098

Re: Correction to Operator Call Processing rates for the Local Wholesale Complete Commercial ("LWC") Agreement ("LWC Agreement") between TelNet Worldwide, Inc. (TelNet Worldwide) and Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T")

Dear Mark Iannuzzi:

AT&T is sending Notice of a change affecting its Local Wholesale Complete ("LWC") Operator Call Processing rates. The Price Sheet associated with your recent LWC extension amendment may have shown a change in the per unit price associated with Operator Call Processing rates. Please be advised, that the rate associated with the factors below will not change. The rate will remain at your previously contracted rate, which is:

LWC	OPERATOR CALL PROCESSING	Operated Services-Fully Automated Call Processing (Per Completed automated call)	$0.15	Per completed call
LWC	OPERATOR CALL PROCESSING	Operator Services-Operator Assisted Call Processing (per work second)	$0.03	Per work second

Should you have any questions or need further information, please contact your assigned AT&T Negotiator Sonia Johnson at (205) 517-4487 or sj6424@us.att.com.

AT&T values TelNet Worldwide as a customer and looks forward to continuing to serve TelNet Worldwide's business needs.

Sincerely,

Notices Manager

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 15 Jul 2022

TelNet Worldwide, Inc.

Signature: eSigned - Lashana Evans

Name: eSigned - Lashana Evans
(Print or Type)

Title: ASSOC DIR CUSTOMER CONTRACTS
(Print or Type)

Date: 15 Jul 2022

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

AMENDMENT TO THE AGREEMENT BETWEEN TELNET WORLDWIDE, INC. AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and TelNet Worldwide, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnect Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 18.58			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 37.16			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 185.80			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 18.42			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 36.84			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 184.20			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 19.75			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 39.50			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 197.50			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 20.04			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 40.08			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 200.40			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1	1	$ 1.03			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1	1	$ 2.06			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1	1	$ 10.30			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2	2	$ 1.15			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2	2	$ 2.30			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2	2	$ 11.50			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3	3	$ 0.75			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3	3	$ 1.50			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3	3	$ 7.50			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.30			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.60			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 3.00			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 194.73			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 389.46			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 1,947.30			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 172.47			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 344.94			Per Point

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LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 1,724.70			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 165.03			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 330.06			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 1,650.30			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 182.25			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 364.50			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 1,822.50			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1	1	$ 9.30			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1	1	$ 18.60			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1	1	$ 93.00			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2	2	$ 5.76			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2	2	$ 11.52			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2	2	$ 57.60			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3	3	$ 14.28			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3	3	$ 28.56			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3	3	$ 142.80			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 5.59			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 11.18			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 55.90			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		$ 621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		$ 1,243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		$ 621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		$ 1,243.64	NA	NA	per arrangement

Proprietary/Confidential: This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third-party representatives, and Carrier except under written agreement.

LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		$ 621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		$ 1,243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		$ 10.33	NA	NA	
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		$ 20.66	NA	NA	
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 103.30	NA	NA	

Proprietary/Confidential: This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third-party representatives, and Carrier except under written agreement.

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	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.18			mile
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 60.16	$ 89.27	$ 81.81	
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 4.09			mile
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 703.52	$ 278.75	$ 162.76	

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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	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS		$ 50.00	$ 310.00	$ 220.00	first mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS		$ 16.80	NA	NA	additional mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS		$ 815.00	$ 338.00	$ 236.00	first mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS		$ 118.00	NA	NA	additional mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX		$ 180.00	$ 260.00	$ 161.00	
13	AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX		$ 815.00	$ 1,372.00	$ 813.00	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1	$ 0.95	$ 105.70	$ 69.40	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2	$ 1.05	$ 105.70	$ 69.40	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3	$ 1.05	$ 105.70	$ 69.40	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1	$ 12.39			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2	$ 12.28			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3	$ 13.17			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 13.36			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1	$ 0.69			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2	$ 0.77			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3	$ 0.50			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.20			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1	$ 129.82			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2	$ 114.98			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3	$ 110.02			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 121.50			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1	$ 6.20			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2	$ 3.84			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3	$ 9.52			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I	$ 3.73			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$ 6.89	NA	NA	

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AGREEMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 19 Jan 2023

TelNet Worldwide, Inc.

Signature: eSigned - William Greenlaw

Name: eSigned - William Greenlaw
(Print or Type)

Title: Director - Interconnection Agreements
(Print or Type)

Date: 20 Jan 2023

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

AMENDMENT TO THE AGREEMENT BETWEEN TELNET WORLDWIDE, INC. AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This Amendment ("Amendment") amends the Interconnection Agreement ("Interconnection Agreement") by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and TelNet Worldwide, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), 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 15, 2022, ("Transport Amendment"); and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection 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	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX1		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX2		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX3		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X1		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X2		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X3		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 103.30	NA	NA	

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 03 Jul 2023

TelNet Worldwide, Inc.

Signature: eSigned - William Greenlaw

Name: eSigned - William Greenlaw
(Print or Type)

Title: Director - Interconnection Agreements
(Print or Type)

Date: 05 Jul 2023

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AMENDMENT TO THE AGREEMENT BETWEEN TELNET WORLDWIDE, INC. AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This amendment ("Amendment") revises the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") and TelNet Worldwide, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated September 12, 2012 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to delete Sections 8.1 from Appendix - Operations Support Systems (OSS)of the Agreement and replace with the following language:

   8.0 Data Connection Security Requirements

   8.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.
3. 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.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
8. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 09 Sep 2024

TelNet Worldwide, Inc.

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 10 Sep 2024

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

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
TELNET WORLDWIDE, INC.

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and TelNet Worldwide, Inc. ("CLEC"). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T MICHIGAN's service territory in the State(s) of Michigan.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on September 12, 2012 (the "Agreement"); and

WHEREAS, AT&T MICHIGAN conducted a collaborative open to members of the CLEC community and representatives of the state Commissions staffs for Illinois, Indiana, Michigan, Ohio, and Wisconsin for the purpose of discussing a successor Remedy Plan for the AT&T Midwest Region (Collaborative Review). The AT&T Midwest Region proposal was for a 2-year extension, via an Amendment, of the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio, and Wisconsin; and

WHEREAS, there were no objections in the Collaborative Review to AT&T's proposed 2-year extension, via an Amendment, of the current Commission approved and ordered Performance Measures and Plan.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2026.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.

3. Scope of Amendment. This Amendment shall amend, modify, and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.

   This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2025 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2025, remedies are effective with February 2025 performance data which will be reported in March 2025 with remedies due being payable in April 2025.

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

TELNET WORLDWIDE, INC.

Signature: eSigned - Mark Iannuzzi

Name: eSigned - Mark Iannuzzi
(Print or Type)

Title: President
(Print or Type)

Date: 04 Oct 2024

TelNet Worldwide, Inc.

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 07 Oct 2024

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	4632	9725	9725

Description	ACNA Code(s)
ACNA(s)	TJZ

AMENDMENT TO THE DS1/DS3 TRANSPORT AMENDMENT RATE ADJUSTMENT AND EXTENSION BETWEEN TELNET WORLDWIDE, INC. AND MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This Amendment (the "Amendment") amends the DS1/DS3 Transport Amendment by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and TelNet Worldwide, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated September 12, 2012 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 15, 2022 and the DS1/DS3 Transport (Additional Elements/Rates) Amendment dated January 20, 2023 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 Amendment.
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.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 55.74			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 83.61			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 125.42			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 55.74			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 83.61			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 125.42			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 55.74			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 83.61			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 125.42			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 60.12			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 90.18			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 135.27			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1	1	$ 3.09			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX1	1	$ 4.64			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX1	1	$ 6.96			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2	2	$ 3.45			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX2	2	$ 5.18			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX2	2	$ 7.77			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3	3	$ 2.25			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX3	3	$ 3.38			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX3	3	$ 5.07			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.90			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 1.35			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 2.03			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 584.19			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 876.29			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 1,314.43			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 517.41			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 776.12			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 1,164.18			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 495.09			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 742.64			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 1,113.96			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 546.75			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 820.13			Per Point

13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 1,230.19			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1	1	$ 27.90			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB1	1	$ 41.85			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB1	1	$ 62.78			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2	2	$ 17.28			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB2	2	$ 25.92			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB2	2	$ 38.88			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3	3	$ 42.84			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB3	3	$ 64.26			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB3	3	$ 96.39			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 16.77			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 25.16			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 37.74			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		$ 1,261.08	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX1		$ 1,891.62	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX1		$ 2,837.43	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		$ 1,261.08	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX2		$ 1,891.62	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX2		$ 2,837.43	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		$ 1,261.08	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX3		$ 1,891.62	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX3		$ 2,837.43	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		$ 1,865.46	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X1		$ 2,798.19	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X1		$ 4,197.29	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		$ 1,865.46	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X2		$ 2,798.19	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X2		$ 4,197.29	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		$ 1,865.46	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X3		$ 2,798.19	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X3		$ 4,197.29	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 30.99	NA	NA	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CXCDX		$ 46.49	NA	NA	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CXCDX		$ 69.73	NA	NA	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1	$ 12.39			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2	$ 12.28			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3	$ 13.17			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 13.36			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1	$ 0.69			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2	$ 0.77			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3	$ 0.50			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.20			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1	$ 129.82			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2	$ 114.98			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3	$ 110.02			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 121.50			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1	$ 6.20			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2	$ 3.84			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3	$ 9.52			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I	$ 3.73			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$ 6.89	NA	NA	