

**AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
RHYTHMS LINKS INC.
and
CINCINNATI BELL TELEPHONE COMPANY
For
KENTUCKY
DATED _____, 2001**

THIS AMENDMENT is made by and between Cincinnati Bell Telephone Company (“CBT”) and Rhythms Links Inc. (“Rhythms” or “CLEC”), as of the ____ day January, 2001. CBT and Rhythms are collectively referred to as the “Parties”.

WHEREAS, the Parties executed an Interconnection Agreement on January 4, 2000, (the “Interconnection Agreement”); and

WHEREAS, the Parties desire to amend the Interconnection Agreement to set forth the terms and conditions under which CBT will provide CLEC unbundled access to the high frequency portion of CBT’s local loops (“HFPL”) as a network element and to implement line sharing as mandated by the FCC’s Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, FCC 99-355;

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties to this Amendment, intending to be legally bound, hereby agree to amend the Interconnection Agreement as follows:

1. CBT agrees to provide CLEC with access to the HFPL in accordance with the rates, terms and conditions set forth in the attached Schedule 9.2.8 and the general terms and conditions applicable to UNEs under the Interconnection Agreement.
2. The list of UNEs in Section 9.2 of the Interconnection Agreement is amended to add “9.2.8 High Frequency Portion of the Loop.”
3. **Schedule 9.2.8**, attached hereto, shall be added to and become a part of the Interconnection Agreement.
4. The prices at which CBT agrees to provide CLEC with HFPL will be contained in the Pricing Schedule.
5. In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail. All of the other provisions of the Interconnection Agreement shall remain in full force and effect.
6. Either or both of the Parties is authorized to submit this Amendment to the Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

RHYTHMS LINKS INC.

CINCINNATI BELL TELEPHONE
COMPANY

By: _____

By: _____

Name: Gary Mahan

Name: Linda D. Frank

Title: Vice President for Regulatory
Affairs and Deployment

Title: Vice President & General Manager –
Carrier Services

Date: _____

Date: _____

SCHEDULE 9.2.8 HIGH FREQUENCY PORTION OF THE LOCAL LOOP

DEFINITIONS

“Acceptance Testing” shall be defined as the joint testing between CBT’s technician and CLEC’s designated test representative for the purpose of verifying Continuity.

“Binder” or “Binder Group” means copper pairs bundled together in a cable, generally in groups of 25, 50 or 100.

A “conditioned loop” is a copper loop from which load coils, bridge taps, low-pass filters, range extenders, and similar devices that carriers use to improve voice transmission capability have been removed. A conditioned copper loop 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).

“Continuity” shall be defined as a single, uninterrupted path along a circuit, from the demarcation point at the customer premises to the horizontal side of the Main Distribution Frame (MDF).

“Deployment practices” refer to practices addressing how an advanced services technology is deployed in a manner that safeguards spectrum compatibility, and to guidelines for choosing among technologies where they conflict with each other.

“Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

“Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

“High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The voice band frequency range of the spectrum is typically between 300 to 3,000 Hertz and possibly up to 3,400 Hertz depending upon equipment and facilities.

“Known Disturber” is an advanced services technology that is prone to cause significant interference with other services deployed in the network.

A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment.

“Presumed acceptable for deployment” is a loop technology that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

“Proof of Continuity” shall be determined by performing a physical fault test from the demarcation point to the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”

“Significantly degrade” means an action that noticeably impairs a service from a user’s perspective.

“Spectrum compatibility” means that energy that transfers into a loop pair, from services and transmission system technologies on other pairs in the same cable, does not cause an unacceptable degradation of performance.

“Spectrum management” refers to loop plant administration, such as binder group management and other deployment practices that are designed to result in spectrum compatibility, preventing harmful interference between services and technologies that use pairs in the same cable.

A “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

“Subloop” is defined as any portion of the loop from CBT’s MDF to the demarcation point at the customer premise that can be accessed at a terminal in CBT’s outside plant. An accessible terminal is any point on the loop where technicians can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.

“xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies.

1.0 GENERAL TERMS AND CONDITIONS OF LINE SHARING

1.1 To order the HFPL and implement line sharing, CLEC must have collocated a DSLAM, and deploy an xDSL technology that is designed not to interfere with voiceband services.

1.2 CBT shall only make the HFPL available to CLEC in those instances where CBT also is providing, and continues to provide, retail POTS (analog voiceband circuit-switched) service on the same local loop facility to the same end user at the same customer address.

1.3 CLEC may use the HPFL in order to deploy any version of xDSL that is presumed to be acceptable for shared-line deployment in accordance with FCC rules on the same loop as analog voice service and which will not cause significant degradation of the analog voice channel.

1.4 CBT will provide access to the HFPL to only a single requesting carrier. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any CBT Splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.

1.5 CBT can disconnect a shared line if a customer does not pay its local voice telephone bill or if the customer cancels CBT-provided voiceband services on the shared loop. In the event that CBT or its customer terminates CBT-provided voice service, for whatever reason, the CLEC is required to purchase the full stand-alone loop network element if it wishes to continue providing xDSL service. When CBT service is disconnected, CBT will notify CLEC that the HFPL will be converted to a full stand alone UNE loop or will be disconnected at CLEC's option. CLEC must either take the loop as a regular unbundled loop or cancel the HFPL. If CLEC does not request CBT to disconnect the loop within 72 hours, it must pay CBT the Commission-approved rate for that type of loop.

1.6 Spectrum unbundling will not limit CBT's ability to rearrange or replace its loop plant. Regardless of whether line sharing is occurring on a loop, CBT may construct new facilities or decommission old facilities and migrate customers from copper to fiber loop facilities. Where such activity takes place, CLEC may be required to forego access to the HFPL serving that customer, and may have to obtain access to an entire unbundled copper loop or find another alternative to maintain service.

1.7 CBT shall be under no obligation to provision xDSL capable loops in any instance where physical copper facilities do not exist. Where physical facilities exist, but conditioning is required, CLEC will be given the opportunity to evaluate the parameters of the HFPL to be provided, and determine whether and what type of conditioning should be performed at its request and at its expense.

2.0 SPLITTER OWNERSHIP AND RESPONSIBILITIES

2.1 To implement line sharing, passive signal filters, or "Splitters," will be installed at each end of the customer's loop. CLEC will install one Splitter at the customer premises, and another at the central office.

2.2 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters.

2.3 Splitter technology must adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements. All splitter equipment must be compliant with applicable national standards and NEBS Level 1 safety standards and the T1E1.413 ADSL standard.

2.4 CBT retains the right to approve Splitter equipment and installation vendors for Splitter, cable and termination blocks.

2.5 CLEC will select, purchase, install and maintain its own Splitters, unless CBT and CLEC negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. CLECs may choose to install Splitters in their caged or cageless collocation space. CBT will allow CLEC to install the Splitter in a common area close to the CLEC collocation area, if feasible. CBT will determine where such Splitters will be located in each central office. CBT will place the Splitter frames in the common area of the Collocation Area as close to the MDF as possible. CLEC will purchase and install all connecting cables between the MDF, the Splitters and CLEC's collocation space and will provide and install termination blocks on CBT's MDF in a location designated by CBT. For purposes of this section, a common area is defined as an area in the collocation area of the central office in which both Parties have access to a common test access point.

2.6 CBT will work collaboratively with CLEC to create a concurrent process that allows CLEC to install Splitters in central offices where CLEC is in the process of obtaining collocation space before the end of CLEC's collocation provisioning interval. In central offices where a common area is feasible, CBT will provide equipment racks into which CLEC will install Splitters and will inform CLEC when the splitter equipment can be installed. CBT will procure and install such equipment racks in response to CLEC's requests in the same time that it would procure and install the same equipment for itself.

2.7 All wiring connectivity from the CLEC Splitter to CBT's network (CBT analog voice input to the Splitter, and combined analog voice/data output from the Splitter), will be cabled out to the CBT MDF for cross connection with jumpers. CLEC will provide and install the cabling from the CLEC collocation area to CBT's MDF and make all cable connections to CLEC's equipment using standard CBT configuration cabling and wiring. Connecting block layouts will reflect standard recognizable arrangements.

2.8 Each Splitter will have two connections to the MDF – one to terminate the loop, and a second to terminate the voiceband signal. CLEC will terminate the high frequency loop spectrum from the Splitter in its collocation space. CLEC's meet point for purposes of the HFPL is the line side of the Splitter. CLEC will provide CBT access to the voice channel and the combined voice/data output of the Splitter at termination blocks on the MDF. CBT will use jumpers to connect CLEC's termination block to the loop and to CBT's switch.

2.9 CBT shall maintain and repair the loop. CLEC shall maintain and repair the Splitter. CLEC will not have direct physical access to the MDF for testing. CLEC shall have access, for test, repair, and maintenance purposes, to any loop over which it has access to the

HFPL only at the line side of the Splitter. Additional testing capabilities may be negotiated by the Parties.

2.10 CLEC will assure the integrity of CBT's voice transmission's passing through the CLEC's equipment and will not interfere with the performance of CBT's central office and network equipment.

3.0 COMMON AREA SPLITTER SPACE ALLOCATION

3.1 CBT may be unable to obtain a sufficient number of equipment racks to house Splitters for placement in all central offices requested by all CLECs. As a result of the current shortage of rack space, CLEC and CBT will develop rules for space allocation and prioritization. The following rules shall apply until such time as CBT and CLEC agree otherwise.

3.1.1 CBT will allocate, on a first-come/first-served basis, the available rack space to CLECs that place an order for Splitter space at that same central office.

3.1.2 In the event there are more orders submitted for Splitter space at a particular central office than currently exists, additional racks will be installed at that central office in accordance with Priority List to be developed.

3.1.3 There shall be a single CLEC Priority List of central offices that shall determine the order in which racks will be deployed in those central offices for which space for Splitters has been ordered.

3.1.4 Backlogs associated with orders submitted on or before June 6, 2000 will be fulfilled in their entirety before any orders received after June 6, 2000 are worked. In fulfilling a Backlog, the CLEC's additional Splitter space may not be on the same shelf as the initial space.

3.1.5 Any order submitted after June 6, 2000, will be worked in the order received, subject to available inventory and all orders received before June 6, 2000 having been completed.

4.0 COMMON AREA SPLITTER SPACE FORECASTS

4.1 CLECs that choose to collocate their Splitter in a common area will provide CBT with a forecast of its demand for floor space and equipment racks for Splitters and related equipment for each central office prior to submitting its first LSR for that individual office and then quarterly thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have sufficient available racks or other equipment to house Splitters, CBT shall not be responsible for the inability of CLEC to install Splitters in that central office. If CLEC provides a forecast, but its actual demand exceeds its forecast, CBT shall not be responsible for the inability of CLEC to install Splitters in that central office in excess of the forecasted demand.

4.2 Upon request of either Party, the Parties shall meet to review the forecasts if forecasts vary significantly from actual results. Each Party shall provide a specific point of contact for planning purposes.

4.3 Forecast information shall be subject to the confidentiality provisions of the Interconnection Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within CBT except as required for such purposes.

5.0 LOOP QUALIFICATION INFORMATION AND ORDERING

5.1 CLEC will use the Local Service Request (“LSR”) to order the HFPL. When CLEC orders the HFPL, it will specify the MDF termination on which CBT should deliver the UNE loop and the MDF termination on which CBT will receive the voiceband signal.

5.2 CBT will provide CLEC with nondiscriminatory access to the same loop qualification information that CBT is providing any other CLEC and/or CBT or its affiliates.

5.3 The loop qualification interval will be the same interval provided to CBT or its affiliate and shall depend upon force and work loads at the time requests for loop qualification information are received.

5.4 If the results of the loop qualification indicate that conditioning is available, CLEC may request that CBT perform conditioning at charges set forth in the Pricing Schedule. The CLEC may order the loop without conditioning or with partial conditioning if desired.

5.5 CBT’s databases contain a limited amount of loop qualification data that is available to CBT in electronic form. When loop qualification is requested, the initial information returned will draw from the available electronic databases. If additional loop qualification data is requested, manual retrieval of such information may be necessary. Full loop qualification data via manual retrieval includes the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, only if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CBT shall provide electronic access to loop qualification data on a nondiscriminatory basis, such that if data is available to CBT or its affiliates on an electronic basis, it will also be available to CLEC on an electronic basis.

6.0 PROVISIONING INTERVALS

6.1 CBT will provide CLEC access to the HFPL that is equal to that access CBT provides to itself or its affiliates for retail xDSL service, in terms of quality, accuracy and timeliness. CBT will fulfill CLEC requests for line sharing within the same intervals it provisions line sharing to its own retail or wholesale customers.

6.2 Provisioning intervals for conditioning the HFPL will be the same as conditioning of xDSL capable loops.

6.3 Where CBT is already providing shared line xDSL service to a particular customer, the provisioning interval for line sharing will be the same as that to transfer an existing loop.

6.4 CBT will presently provide CLEC with access to the HFPL as follows:

6.4.1 The provisioning and installation interval for HFPL, where no conditioning outside plant rearrangements are requested, on orders for 1-24 loops per order or per end-user location, will be five (5) business days, or the provisioning and installation interval applicable to CBT's or its affiliate's xDSL-based services, whichever is less. The intervals where more than 24 lines are ordered at the same address is to be negotiated.

6.4.2 The provisioning and installation intervals for HFPL where conditioning is requested or outside plant rearrangements are necessary (such as moving a working service to an alternate pair as the only possible solution to provide an xDSL-capable HFPL), on orders for 1-10 loops per order or per end-user customer location, will be seven (7) business days, or the provisioning and installation interval applicable to CBT's or its affiliate's xDSL-based services where conditioning is required, whichever is less.

6.4.3 Orders for more 11-20 loops per order or per end user location, where conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties.

6.4.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

6.5 Intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and outside of Normal Business Hours charges may apply.

6.6 Subsequent to the initial order for HFPL, 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 order, the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.0 LOOP CONDITIONING

7.1 Loop conditioning, such as removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed only at CLEC's request.

7.2 Rates for conditioning the HFPL will be the same rates that CBT charges for conditioning stand-alone loops. The rates for conditioning are subject to true up as provided in the Pricing Schedule. CBT will condition loops regardless of loop length. CBT may choose to move an end user's analog circuit-switched voice-band service from a loop that requires conditioning to existing spare copper facilities, if available, where such copper facilities meet the necessary technical requirements for the provisioning of xDSL and which do not require conditioning. CLEC will pay the non-recurring loop roll charge listed in the Pricing Schedule.

7.3 If CBT seeks compensation from CLEC for line conditioning activities, or such activity will cause substantial loop provisioning delays, CLEC has the option of refusing, in whole, or in part, to have the line conditioned. Even if CLEC refuses some or all aspects of line conditioning, it will not lose its right of access to the high frequency portion of the loop.

7.4 CLEC shall designate, at the CLEC's sole option, what loop conditioning CBT is to perform in provisioning the HFPL on the order. The loop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.5 CBT will only perform loop conditioning that would not significantly degrade analog voiceband transmissions. If network architecture necessitates the use of equipment such as loading coils on a particular line and the removal of that equipment would cause significant degradation of the voiceband already on that line, CBT will not remove such equipment. CBT will not modify its network architecture in a way that will significantly degrade a customer's existing voiceband service.

7.6 When CBT can demonstrate that loop conditioning would significantly degrade the analog voice service of the line, line sharing shall not be considered technically feasible on that particular line, and line sharing obligations will not apply. If CLEC requests that CBT condition a loop and such conditioning significantly degrades the voice services on the loop, CLEC shall pay for the loop to be restored to its original state.

7.7 If CBT claims that a loop cannot be conditioned without degrading the voiceband service, CBT will not then or subsequently condition that loop and provide xDSL service itself without first making available to CLEC the high frequency portion of the newly-conditioned loop.

7.8 Where CBT refuses to condition a loop because conditioning the loop will significantly degrade the voiceband services that CBT is currently providing over that loop, CBT will attempt to locate another loop that has been or can be conditioned or which does not need conditioning, migrate CBT's voiceband service to that loop, and provide CLEC with access to the HFPL of the alternative loop.

7.9 When CBT is requested to move an end user's analog circuit switched voice band service from Digital Loop Carrier derived service or a loop that cannot be conditioned to existing

spare copper facilities, if available, CLEC will pay the non-recurring loop roll charge listed in the Pricing Schedule.

8.0 DIGITAL LOOP CARRIER SYSTEMS

8.1 In locations where CBT has deployed: (1) Digital Loop Carrier systems that will not support xDSL services; (2) an uninterrupted copper loop is replaced with a fiber segment or shared copper in a portion of the loop; (3) Digital Added Main Line (“DAML”) technology to derive multiple voice-grade POTS circuits from a single copper pair; or (4) entirely fiber optic facilities to the end user, where spare copper facilities are available, and such copper facilities meet the necessary technical requirements for the provisioning of xDSL, CLEC has the option of requesting CBT to make such copper facilities available, and CLEC will pay the non-recurring charge for loop migration listed in the Pricing Schedule.

8.2 Where an alternative copper loop is not available, CBT will provide unbundled access to the HFPL on a subloop, wherever technically feasible. Initially CBT will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering time intervals, prices and other information based on the Standard BFR. Typical arrangements and corresponding prices will be developed, and CBT will work collaboratively with CLECs to develop processes for access to subloops so as to minimize individual case basis requests.

8.3 Where CLEC is unable to obtain spare copper loops necessary to provision an xDSL service, and CBT has placed a DSLAM in the Remote Terminal (“RT”), CLEC has the option of collocating a DSLAM in CBT’s RT at the fiber/copper interface point, pursuant to collocation terms and conditions. If CLEC is unable to collocate its own DSLAM at CBT’s RT, CBT will unbundle and provide access to its DSLAM.

9.0 TESTING

9.1 When CBT provides the HFPL, loop Continuity is generally assumed as CBT retail POTS service is operating at the time of the order. Therefore, Acceptance Testing is unnecessary. Generally, CBT would not dispatch to provision HFPL, thus it would not have a technician at the customer site to perform an acceptance test. The rate for HFPL includes only simple metallic measurements, performed by accessing the loop through the voice switch. CLEC is responsible for testing its own specialized services.

9.2 CLEC-requested testing by CBT beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, CBT’s 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, CBT 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.

9.3 Should the CLEC desire additional Acceptance Testing, it shall request such testing on a per loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request. 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.

9.4 Acceptance Testing will be provided by CBT only on request and at CLEC's expense. When Acceptance Testing is requested, upon delivery of a loop to/for the CLEC, CBT will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

9.5 When CBT is requested to perform Acceptance Testing, for loops that are not provisioned through repeaters or digital loop carriers, the CBT field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit. For loops that are provisioned through repeaters or Digital Loop Carrier, the CBT field technician will not perform a short or open circuit due to technical limitations. If the loop passes the Continuity test, CLEC will provide CBT with a confirmation number and CBT will complete the order. The CLEC will be billed for the Acceptance Test at the applicable rates as set forth in Pricing Schedule.

9.6 If the loop fails the Continuity test, CBT will take reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, CBT will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, CBT will re-contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide CBT with a confirmation number and CBT will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, CBT will still close the order. CBT will not complete an order that fails Acceptance Testing.

9.7 CBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. CBT may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted.

9.8 If a trouble ticket is opened on the loop within 24 hours and the trouble resulted from CBT error as determined through standard testing procedures, the CLEC will not be charged for any additional Acceptance Tests.

9.9 The Parties 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 Schedule or any 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.

10.0 MAINTENANCE AND REPAIR

10.1 CBT and CLEC will cooperate to preserve the integrity of the PSTN. Current methods and procedures for customer service, line maintenance, and service quality assurance will be used for line sharing to the extent applicable.

10.2 Each Party will educate end users regarding which service provider should be called for problems with their respective service offerings. If the problem encountered appears to impact primarily the xDSL service, the end user should be instructed to call CLEC. If the problem impacts primarily the voice service, the end user should be instructed to call CBT.

10.3 The Parties recognize that installation, maintenance and repair activities for one service on a shared line may cause a temporary disruption or more serious problems with the other services sharing that line. CBT and CLEC will establish equitable and nondiscriminatory testing access rights and responsibilities that will enable each carrier to perform testing without disturbing the other carrier's service.

10.4 When performing testing, each Party will inform the customer that testing of the services provided by that Party may impact the other service sharing the customer's line. Each party will implement appropriate modifications to its existing customer care processes and procedures. When a carrier wants to test a line, or when an end user customer calls a service provider in response to a problem, the customer service representative, using the appropriate script, will inform the customer of the testing impact on both services and obtain permission to conduct the test in order to isolate and repair the trouble.

10.5 Each Party will be responsible for maintaining its own equipment. CBT will be responsible for repairing voice services and the physical line between the demarcation point at the customer premise and the Meet Point in the central office. CLEC will be responsible for repairing xDSL services and for the Splitter and the physical line on its side of the Meet Point in the central office.

10.6 CBT maintenance is limited to assuring loop Continuity and balance. On loops where CLEC has requested that recommended conditioning not be performed, CBT's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, CBT will verify Continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

10.7 In the event a major service outage due to an outside plant problem (i.e., cable cuts) harms both CBT's analog circuit-switched voice services and the CLEC's HFPL, CBT will remedy the cause of the outage at no cost to the CLEC. Any maintenance of service conducted

by CBT on behalf of CLEC solely for the benefit of CLEC's services will be paid for by CLEC per the charges included in the Pricing Schedule.

10.8 If the narrowband, or voice, portion of the loop becomes significantly degraded, CBT shall attempt to repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. CBT shall attempt to notify the end user and CLEC any time CBT repair effort has the potential of affecting service on the broadband portion of the loop.

10.9 Each Party will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

10.10 CBT will charge CLEC at the rates set out on the Pricing Schedule, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network.

10.11 If CBT isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by CLEC's data equipment or Splitter, CBT will attempt to notify CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or CBT (or if CLEC has failed to restore service within 24 hours), CBT may "cutaround" the Splitter to restore POTS. When CLEC resolves the trouble condition in its equipment, CLEC will contact CBT to restore the HFPL portion of the loop. In the event the trouble is identified in the CLEC equipment, CBT will charge CLEC upon closing the trouble ticket.

10.12 CLEC is responsible for its own customer service when an xDSL customer served by CLEC experiences a service difficulty. If CLEC determines that there is a problem on the loop, the CLEC will open a trouble ticket with CBT and the two will cooperate to restore the end user's loop and advanced service.

10.13 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

10.14 Any CLEC testing of the retail-POTS service must be non-intrusive. The CLEC may use intrusive testing on its non-integrated data-only sections within its equipment. The retail POTS service must be continuous and cannot be opened by the CLEC. The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service.

10.15 CBT will not be able to test the data portion of the shared line and will not test CLEC's xDSL equipment or products. CLEC is responsible to ensure the quality of the services it offers to its customers, and the performance of its own equipment. The quality of the service that CLEC provides to its customer is not CBT's responsibility.

11.0 SPECTRUM MANAGEMENT

11.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

11.2 Spectrum compatibility will be determined by industry standards. Until long-term standards and practices are established, a loop technology is presumed acceptable for deployment if the technology: (1) complies with existing industry standards; (2) is approved by an industry standards body, the FCC, or any state commission; or (3) has been successfully deployed by any carrier without "significantly degrading" the performance of other services. The Commission will determine whether a particular technology has significantly degraded the performance of other services. CBT will not deny CLEC's request to deploy technology that is presumed acceptable for deployment unless CBT demonstrates that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voice band services.

11.3 Equipment complying with the power spectral density requirement given in the respective technical references listed below shall be deemed in compliance with existing industry standards:

11.3.1 For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

11.3.2 For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

11.3.4 For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

11.3.5 As an alternative, CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

11.3.6 To the extent that CLEC chooses to use technologies not conforming with standards noted above, but whose characteristics are approved by an industry standards body (e.g., ANSI, Telcordia), CLEC agrees to provide CBT with test results upon request from previous field trials, lab tests, or actual commercial deployment in other markets and work with CBT to the extent that such data are available to CLEC. CLEC will also cooperate to jointly test or evaluate the use of the technology in CBT's plant in a controlled field trial basis prior to general deployment. CLEC will provide previous

deployment data to CBT that will also include the deployment volumes of the technology, any spectral problems and how they were resolved, non-stationary signals, and short term stationary signals if applicable. Based upon the results of the joint testing and other evaluation information available to CBT and assuming such information satisfies CBT that such deployment will not damage or interfere with the operation of CBT's network, unless tested and agreed to by the Parties during the field trial, the deployment of such technology will be approved but constrained to the same deployment limits established in the successful deployment in other markets.

11.3.7 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to CBT at or before the time of its request to deploy such technology with CBT. 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. The burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

11.3.8 CBT will act in good faith in response to CLEC's claims that its requested technology deployments fall within the presumption of acceptability, but may rebut the presumption of acceptability if the technology proposed for deployment poses a real interference threat in a certain area. CBT will not deny, significantly impair or delay CLEC's request to deploy technology that is presumed acceptable for deployment under one or more of the circumstances set forth above, unless CBT first successfully rebuts the presumption of acceptability before the Commission.

11.3.9 When CLEC seeks access to the HFPL to provide xDSL services, CLEC must provide CBT information on the type of technology that CLEC seeks to deploy at the time of ordering, including Spectrum Class information where CLEC asserts that the technology it seeks to deploy fits within a generic PSD mask. Where CLEC relies on a calculation-based approach to support deployment of a particular technology, it must furnish CBT with information on the speed and power at which the signal will be transmitted. CLEC must also provide this information in notifying CBT of any proposed change in advanced services technology that CLEC uses on the loop, so that CBT can correct its records and anticipate the effect that the change may have on other services in the same or adjacent binder groups. As with initial deployment of a technology by CLEC, CBT must be afforded an opportunity to rebut the presumption of acceptability for deployment of a replacement technology, where such presumption applies.

11.3.10 If the technology does not fit within a national standard PSD mask, CLEC shall provide CBT with a technical description of the technology (including power mask) for inventory purposes.

11.3.11 CBT will protect the proprietary rights of CLEC, and may use this information for network purposes only, such as maintaining an inventory of advanced services present in the cable sheath.

11.3.12 CBT will make available to CLEC the spectrum management procedures and policies that CBT uses in determining which services can be deployed, information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection, and information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

11.3.13 Prior to CLEC provisioning of service over a xDSL-capable loop, if CBT determines in its reasonable discretion that use of such technology will cause interference with the services of CBT or others using CBT's plant, CBT will give notice to CLEC as soon as possible. The parties will cooperate in trying to resolve the issue related to such interference. In the event the Parties are unable to agree, CBT will promptly file its objections with the Commission and/or designated problem resolution body, and seek an expedited resolution. Provisioning of such service will be held in abeyance pending resolution of the action at the Commission.

11.3.14 If CBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then CBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information.

11.3.15 Where CBT demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. However, where the only interfered-with service itself is a known disturber, as designated by the FCC, that service shall not prevail against the newly deployed technology.

11.3.16 Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation. Where the degradation remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the Commission that a particular technology deployment is causing the significant degradation. Any claims of network harm presented to the deploying entity or, if subsequently necessary, the Commission, must be supported with specific and verifiable corroborating information.

11.3.17 Where CLEC experiences service degradation but does not know which carriers share the binder group or have deployed services in an adjacent binder group, it may request that CBT provide it with the relevant contact information for those

other carriers. CBT will comply with any such request in the same time frame that it employs for its own operations.

11.3.18 Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, the degraded service shall not prevail against the newly-deployed technology. Analog T1 service is a known disturber.

11.3.19 CBT may decide to segregate known disturbers as a measure to protect against interference, but is not required to do so. With the exception of loops on which a known disturber is deployed, CBT shall not designate, segregate or reserve particular loops or binder groups for use solely by any particular advanced services loop technology.

11.3.20 If, in its reasonable determination, CBT finds that CLEC is causing interference and/or disruption of service and has not taken prompt steps to eliminate the interference problem, CBT reserves the right to suspend the particular service. CBT will take reasonable efforts to notify CLEC prior to suspension of service.

12.0 LIABILITY AND INDEMNITY

12.1 CBT does not guarantee transmission speeds, available bandwidth nor imply any service level or that the loop will perform as desired by CLEC for DSL-based or other advanced services, but will only assure basic metallic loop parameters, including Continuity and pair balance.

12.2 CLEC's use of any CBT network element, or its own equipment or facilities in conjunction with any CBT network element, will not materially interfere with or impair service over any facilities of CBT, its affiliated companies or connecting and concurring carriers involved in CBT services, cause damage to CBT's plant, impair the privacy of a communications carried over CBT's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, CBT 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. CBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If CBT does not believe the 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. Any claims of network harm by CBT must be supported with specific and verifiable supporting information.

12.3 Notwithstanding any other provision of this Agreement, each Party agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on CBT facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

12.4 Notwithstanding any other provision of this Agreement, CLEC shall release, defend and indemnify CBT and hold CBT harmless against any Loss, including any Loss to a Third Party such as another CLEC or CBT end user, arising out of the provision of splitter functionality.

12.5 No Party hereunder agrees to indemnify or defend any other Party against claims based on the negligence or willful misconduct of Indemnifying Party, its agents, its end users, contractors, or others retained by it.

13.0 PRICING

13.1 The interim recurring rate for the elements required for line-sharing will be \$6.00 per month until such time as permanent rates are set by the Commission. The final permanent rates for the elements required for line-sharing may be negotiated by the parties, based on the TELRIC-based Unbundled Network Element rates or line-sharing rates ordered by the Commission. The parties will true-up any elements charged under the interim rate to the final rate.

13.2 No recurring cross connection charges will apply to the connection between CLECs' Splitter and CBT's loop because CLEC is responsible for purchasing and installing that cable. However, a line connection charge will apply for installing jumpers to install line sharing.

13.3 When CBT is requested to move an end user's analog circuit switched voice band service from the loop currently used to provide CBT service to existing spare copper facilities, if available, CLEC will pay the non-recurring loop roll charge listed in the Pricing Schedule.

13.4 The charges for Acceptance Testing shall be the rates in CBT's Access Services Tariff, FCC No. 35, Section 13.3.5(C)(2)(b), Special Access Nonscheduled Testing. (Current charges, effective July 1, 1999, are as follows: (1) Basic Time - \$50.00 for each half hour or fraction thereof; (2) Overtime - \$60.00 for each half hour or fraction thereof; and (3) Premium Time - \$74.00 for each half hour or fraction thereof.)

14. RESERVATION OF RIGHTS

14.1 The Parties agree to the foregoing rates, terms, and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position the Parties may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This section specifically contemplates, but is not limited to, the following: (i) the positions CBT and CLEC take in any cost docket or arbitration related to Line Sharing; and (ii) the positions CBT or CLEC might take before the FCC or any state public utility commission related to the rates, terms, and conditions under which CBT must provide CLEC with access to the HFPL.