

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

Dated as of _____

by and between

CINCINNATI BELL TELEPHONE COMPANY LLC

and

AERO COMMUNICATIONS, LLC

for

KENTUCKY

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

This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is effective as of the ____ day of _____ 2005 (the “**Effective Date**”), by and between Cincinnati Bell Telephone Company LLC, an Ohio limited liability company with offices at 201 E. Fourth Street, Cincinnati, Ohio 45202 (“**CBT**”), and Aero Communications, LLC, a Kentucky limited liability company, with offices at 1301 Broadway, Suite 126, Paducah, Kentucky 42001 (“**CLEC**”).

RECITALS

A. CBT is an Incumbent Local Exchange Carrier, as defined by the Act, authorized to provide certain Telecommunications Services within the state of Kentucky, more particularly described as LATA 922.

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

C. CLEC has been granted authority to provide certain local Telephone Exchange Services within the areas of Kentucky where it intends to provide services pursuant to this Agreement and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to provide for compliance with their respective obligations under the Act, including Interconnection of their facilities and equipment so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

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

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

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

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in **Schedule 1.2** or as defined elsewhere in this Agreement or the Act.

1.3 Interpretation.

- (a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and

neuter forms. The words “**include**,” “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**”. The words “**shall**” and “**will**” are used interchangeably throughout this Agreement, and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.

- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

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

ARTICLE II GENERAL SERVICE-RELATED PROVISIONS

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide CLEC access to CBT's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding “**Interconnection Activation Date**” shown for each Interconnection Point set forth on **Schedule 2.1**. CLEC may seek additional Interconnection Points or revise any estimated or new Interconnection Activation Dates according to the principles set forth in **Section 3.4**. **Schedule 2.1** shall be revised and supplemented from time to time to reflect additional Interconnection Points, by attaching one or more supplementary schedules to such Schedule.

2.2 Bona Fide Request. Any request by a Party for services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request (“**BFR**”) process set forth on **Schedule 2.2**.

2.3 Technical References. The Parties agree that the Technical References listed on **Schedule 2.3** (the “**Technical Reference Schedule**”), are generally accepted guidelines for interface and performance parameters of equipment and facilities used by LEC's in the United States for delivering Telephone Exchange Service. These Technical References are used by the Parties in specifying suitable equipment and facilities components for use in their respective networks, and for assuring interoperability between components that collectively comprise such networks. Each Party will strive to their utmost ability to comply with these industry standards,

but will not be liable for any non-compliance by any vendor furnishing such equipment or facilities, provided that such equipment/facilities are of a type generally deployed throughout the industry, currently or at the time deployed. Nothing in this Section shall require a Party to deliver performance, functionality or capabilities from specific equipment or facilities beyond that intended by its vendor. CLEC is entitled to request through the BFR process functions and capabilities described in the Technical References listed in **Schedule 2.3** which CBT has not deployed or activated in its own network.

2.4 Availability of Services. CBT agrees not to discontinue or refuse to provide any service provided or required hereunder other than in accordance with the terms of this Agreement, or unless required by the Commission.

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

3.1 Scope. **Article III** describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic (including intraLATA and interLATA traffic) between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Each Party shall make available to the other Party the same Interconnection methods on the same rates, terms and conditions. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific logical trunk groups (and traffic routing parameters) that will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods .

3.2.1 In the LATA identified on **Schedule 2.1**, CLEC and CBT shall Interconnect their networks at the correspondingly identified Interconnection Points on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in the LATA shall be accomplished at any technically feasible point of Interconnection (an "**Interconnection Point**") by any technically feasible means, including (i) a Fiber-Meet as provided in **Section 3.3**, or (ii) Collocation at any technically feasible Premise as provided in **Article XII**. For Interconnection methods other than a Fiber-Meet, CLEC will have the right to designate the Interconnection Point(s) in the LATA. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one (1) Interconnection Point within the LATA; however, CLEC may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this **Article III**.

3.2.3 If CLEC elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with CLEC's facilities via Collocation, CLEC agrees to provide to CBT Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than either (i) CBT provides to CLEC hereunder or (ii) unless the Commission finds otherwise.

3.2.4 Within ten (10) Business Days of a Party's request of any Interconnection Point, the other Party shall provide any information in its possession or of which it is actually aware regarding the environmental conditions of the Interconnection Point, including the existence and condition of asbestos, lead paint, hazardous substance contamination or radon. The Parties acknowledge that a Party's obligation under this **Section 3.2.4** shall only require such Party to review any existing internal records of such Party. Nothing in this **Section 3.2.4** shall require a Party to investigate and/or monitor, contain, clean, remove, restore or perform any remedial work of any kind or nature with respect to any environmental condition in or on such Interconnection Point, other than as required by Applicable Law.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured, engineered, installed, and maintained as described in this **Article III** and agreed to by the Implementation Team.

3.3.2 CBT shall, wholly at its own expense, procure, install and maintain the Optical Line Terminating Multiplexor ("OLTM") equipment in the CBT Interconnection Wire Center ("CIWC") identified for each LATA set forth on **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

3.3.3 CLEC shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the CLEC Interconnection Switching Center ("MISC") identified for that LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

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

3.3.5 CLEC shall designate a manhole or other suitable entry-way immediately outside the MISC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable CBT to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the MISC. CBT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CBT to CLEC, CLEC

will allow CBT access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CLEC's receipt of such request.

3.3.6 CLEC shall pull the fiber optic strands from the CLEC-designated manhole/entry-way into the MISC and through appropriate internal conduits CLEC utilizes for fiber optic facilities and shall connect the CBT strands to the OLTM equipment CLEC has installed in the MISC.

3.3.7 CBT shall pull the fiber optic strands from the CBT-designated manhole/entry-way into the CIWC and through appropriate internal conduits CBT utilizes for fiber optic facilities and shall connect the CLEC strands to the OLTM equipment CBT has installed in the CIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Switching Center or Wire Center through a point separate from that through which such Party's own fiber exited. CBT shall consider the construction of a separate entrance facility as a means to achieve requested redundancy but CBT is not obligated to agree to such construction.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.4 Additional Interconnection in Existing LATA. If CLEC wishes to establish additional Interconnection Points in any LATA, then CLEC will provide notice to CBT consistent with the notice provisions of **Section 3.4.1** and **Section 3.4.2**. The Interconnection Activation Date shall be consistent with the provisions of **Section 3.4.2**. If CLEC deploys additional switches in the LATA after the Effective Date or otherwise desires to establish Interconnection with additional CBT Central Offices, CLEC shall be entitled to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnections. If either Party establishes an additional Tandem Switch within the LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.4.1 Except for when CLEC elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with CLEC's facilities via Collocation (such Collocation by CBT to be established under a separate agreement as set forth in **Section 3.2.3**), CLEC shall provide written notice to CBT of its need to establish Interconnection in such LATA pursuant to this Agreement, if CLEC desires to establish additional Interconnection Points within the LATA .

3.4.2 The notice provided in **Section 3.4.1** shall include (i) the Interconnection Point CLEC has designated (or if such Interconnection is pursuant to a Fiber-Meet, the Interconnection Point CLEC requests); (ii) CLEC's requested Interconnection Activation Date; and (iii) a binding forecast of CLEC's trunking requirements, pursuant to **Section 19.5** of this Agreement. Unless otherwise agreed by the Parties, each new Interconnection Activation Date

shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than ninety (90) days after the date on which CLEC delivered notice to CBT pursuant to **Section 3.4.1**. Within ten (10) Business Days of CBT's receipt of CLEC's notice specified in **Section 3.4.1**, CBT and CLEC shall confirm the Interconnection Point and the Interconnection Activation Date by attaching a supplementary schedule to **Schedule 2.1**.

3.5 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.5**, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If CLEC requests an Interconnection that is of a different quality than that provided by CBT to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.6 Network Management.

3.6.1 CLEC and CBT shall work cooperatively to install and maintain a reliable network. CLEC and CBT 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.

3.6.2 CLEC and CBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.6.3 CBT shall, upon the request of CLEC, provide the following network information, subject to any necessary privacy or proprietary safeguards:

- (a) Points of Interconnection available on the CBT network;
- (b) List of all local exchanges, and for each local exchange, the NXXs that are defined as within CBT's "local calling areas";
- (c) Switch locations (including Tandems and End Offices);

3.7 Standard Intervals.

3.7.1 Each Party shall provide the other Party Interconnection in accordance with the intervals in **Schedule 3.7**.

3.8 E9-1-1 Service.

3.8.1 CBT shall provide E9-1-1 Service to CLEC's Customers on the same basis that CBT provides E9-1-1 Service to its own Customers in the municipality where such E9-1-1 Service is provided pursuant to the terms and conditions set forth in this **Section 3.8** in each Rate Center in which (i) CLEC is authorized to provide local exchange services and (ii) CBT is the E9-1-1 service provider.

3.8.2 Service and Facilities Provided.

- (a) CBT will provide CLEC with multiplexing at a designated CBT Central Office at the rates set forth at in the Pricing Schedule. CBT will also provide CLEC with trunking from the CBT Central Office to the designated CBT Control Office(s) with sufficient capacity to route CLEC's originating E9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth in Pricing Schedule. If CLEC forwards the ANI information of the calling party to the Control Office, CBT will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by CLEC, CBT will display a Central Office identification code for display at the PSAP.
- (b) CLEC will provide itself, or lease from a third person, the necessary trunking to route originating E9-1-1 traffic from CLEC's Switches to the CBT Control Office(s). The point of Interconnection for CLEC's Primary and Diverse Routes, where available, to the multiplexer collocation space and E9-1-1 Control Offices is at the CBT Central Office. If Diverse Routes are not available, CBT shall, at the request of CLEC, provide diversity to CLEC, and CLEC shall pay local channel mileage charges for Diverse Routes as set forth in the Pricing Schedule. CLEC will be responsible for determining the proper quantity of trunks from its switches to the CBT Central Office(s). Trunks between the CBT Central Office and the CBT Control Office shall be delivered consistent with time frames that CBT provides itself or other customers, but in no case shall it exceed thirty (30) days. Following delivery, CLEC and CBT will cooperate to promptly test all transport facilities between CLEC's network and the CBT Control Office to assure proper functioning of the E9-1-1 service.
- (c) CBT will provide to CLEC in paper, on diskette or mechanized format information (the "**E9-1-1 A&R Information**"), and will seek the appropriate governmental approval if required that will (i) enable CLEC to make pre-edits to validate the street addresses of CLEC Customers and (ii) specify which E9-1-1 Control Office serves as the jurisdictional E9-1-1 answering point for Customers within the Exchange Areas served by CLEC. The E9-1-1 A&R Information will be provided by exchange rate center or community upon request. Until such time as a mechanized process for provision of this information is made available by CBT, CBT shall provide to CLEC in a paper format any updates to the E9-1-1 A&R

Information on a quarterly basis or as soon as reasonably practicable after such updates occur. CBT will provide CLEC the format rules and definitions of E9-1-1 A&R Information at the time it provides such E9-1-1 A&R Information.

- (d) CBT will coordinate access to the CBT ALI database for the initial loading and updating of CLEC Customer information. Access coordination will include:
 - (1) CBT-provided 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. CBT shall confirm receipt of this data as described in **Section 3.8.2(g)**;
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific E9-1-1 routing information on each access line;
 - (4) Updating the CBT ALI database from paper records of service order activity supplied by CLEC is optional. The charge for this service is separate and set forth in the Pricing Schedule under the category “Optional Manual Update”; and
 - (5) Providing CLEC with reference data required to ensure that CLEC's Customer will be routed to the correct Control Office when originating a E9-1-1 call.
- (e) In the event of a CBT or CLEC E9-1-1 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 the E9-1-1 Service between the Parties.
- (f) CBT will provide the order number and circuit identification code in advance of the service due date.
- (g) CLEC or its third-party agent will provide CNA data to CBT for use in entering the data into the E9-1-1 database. The initial CNA data will be provided to CBT in a format prescribed by CBT. CLEC is responsible for providing CBT updates to the CNA data and error corrections that may occur during the entry of CNA data to the CBT E9-1-1 Database System. CLEC shall reimburse CBT for any additional database charges, if any, incurred by CBT for errors in CNA data updates caused by CLEC or its third party agent. CBT will confirm receipt of such data and corrections

by the next Business Day by providing CLEC with a report of the number of items sent, the number of items entered correctly, and the number of errors.

- (h) CLEC will monitor the E9-1-1 circuits for the purpose of determining originating network traffic volumes. CLEC will notify CBT if traffic study information indicates that additional circuits are required to meet the current level of E9-1-1 call volumes.
- (i) Incoming trunks for E9-1-1 shall be engineered to assure minimum P.01 grade of service, as measured using the “busy day/busy hour” criteria.
- (j) All E9-1-1 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (“**TTY/TDD**”s).
- (k) CLEC shall report errors, defects and malfunctions to CBT. CBT shall provide CLEC with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

3.8.3 Compensation.

In addition to the amounts specified in **Section 3.8.2**, CLEC shall compensate CBT as set forth in the Pricing Schedule.

3.8.4 Additional Limitations of Liability Applicable to E9-1-1 Service.

- (a) CBT is not liable for the accuracy and content of CNA data that CLEC delivers to CBT. CLEC is responsible for maintaining the accuracy and content of that data as delivered. However, as custodian of the data CBT must exercise reasonable care of the data.
- (b) Notwithstanding anything to the contrary contained herein, CBT’s liability to CLEC and any third person shall be limited to the maximum extent permitted by applicable law.

3.8.5 Database and Network Requirements.

The Implementation Team shall identify that information that CLEC must provide CBT so that CBT can provide CLEC with the E9-1-1 services described herein.

3.8.6 CBT shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from CLEC.

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

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

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated Toll Free traffic (e.g., 800/888) over Local/IntraLATA Interconnection Trunks.

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

4.3.1 The Parties shall mutually agree to initially configure either a one (1)-way or two (2)-way trunk group as a direct transmission path through the Interconnection Point(s) specified in Schedule 2.1. CLEC shall specify the Digital Signal Level of the trunk facilities (e.g., DSO, DS1 or higher, where available) consistent with the forecasting requirements in Section 19.5.2.

4.3.2 CBT shall ensure that each Tandem connection permits the transport of traffic to all End Offices that sub-tend such Tandem to which transport is technically feasible. Each Party shall establish and maintain separate logical trunk groups connected to each CBT Tandem that serves, or is sub-tended by End Offices that serve, Customers within the Exchange Areas served by such Tandem Switches. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

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

4.3.4 Traffic Volume. The Parties will install and retain direct End Office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between an CLEC switching center and an CBT End Office where traffic exceeds or is forecast to exceed five hundred (500) Busy Hour CCS or nine hundred (900) busy hour minutes of use for a six (6)-week period. The Parties will install additional capacity between such points when overflow traffic between the CLEC switching center and CBT access Tandem exceeds or is forecast to exceed five hundred (500) Busy Hour CCS or nine hundred (900) busy hour minutes of use for such six (6)-week period.

4.3.5 Mutual Agreement. As mutually agreed upon by the Parties, the Parties may install additional direct End Office trunking in the absence of the conditions set forth in Sections 4.3.3 and 4.3.4 above.

4.4 Signaling.

4.4.1 Where available, Common Channel Interoffice Signaling (“**CCIS**”) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (“**CPN**”) within the SS7 signaling message, if available. If CCIS is unavailable, MF (“**Multi-Frequency**”) signaling shall be used by the Parties. Each Party is responsible for providing its portion of the signaling links and ports on its STPs necessary to provide CCIS signaling to support the exchange of traffic under this Agreement.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a third-party provider that is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

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

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

4.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups as agreed by the Implementation Team. A blocking standard of one-half of one percent (0.005) for all final trunk group traffic via tandem and a blocking standard of one percent (0.01) during the average busy hour for all other final trunk group traffic, as defined by industry standards, shall be maintained.

4.6 Measurement and Billing. The Parties shall measure Interconnection in accordance with this **Section 4.6** and bill in accordance with **Article XXVII** and this **Section 4.6**.

4.6.1 For billing purposes, each Party shall pass Calling Party Number (“**CPN**”) information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (“**PLU**”) factor calculated based on the amount of actual volume during the preceding three (3) months. The factors will be reevaluated every three (3) months and provided to the other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (i.e., no default). If either Party fails to pass at least ninety percent (90%) of calls with CPN that it

originates within a monthly period on a specific trunk, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic and, if applicable, Exchange Access Traffic be established for that specific trunk.

4.6.2 CLEC and CBT agree to exchange such reports and/or data as provided in this **Section 4.6** to facilitate the proper billing of traffic. Either Party may request an examination pursuant to **Section 28.2** of such usage reports upon thirty (30) days written notice. Such examination shall be requested within six (6) months of having received the PLU factor and usage reports from the other Party and shall be performed during Normal Business Hours.

4.6.3 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time for Local Traffic and Information Access Traffic, and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The total conversation seconds will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

4.7 Reciprocal Compensation Arrangements -- Section 251(b)(5) beginning June 14, 2001. Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this **Section 4.7** beginning June 14, 2001. Compensation for the transport and termination of any Exchange Access Traffic shall be pursuant to **Article VI**.

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by CBT or CLEC that a Telephone Exchange Service Customer originates on CBT's or CLEC's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rates provided in the Pricing Schedule; provided, however, that compensation for Local Traffic will be reciprocal and symmetrical.

4.7.1.1 Compensation for Local Traffic and ISP Traffic will be rated as follows.

- (i) Beginning on June 14, 2001, and continuing for six months, intercarrier compensation for Local Traffic will be capped at a rate of \$.0015/minute-of-use (mou). Starting December 14, 2001, and continuing for eighteen months, the rate will be capped at \$.0010/mou. Starting June 14, 2003, and continuing through June 14, 2004 or until further FCC action (whichever is later), the rate will be capped at \$.0007/mou.
- (ii) The Parties agree that traffic was not exchanged prior to April 18, 2001, and therefore, any ISP Traffic exchanged between the Parties, shall be exchanged on a Bill and Keep basis.
- (iii) There shall be a rebuttable presumption that traffic exchanged between the Parties that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic subject to the compensation mechanism set forth in this Section. A Party may rebut the presumption by demonstrating to the Commission that traffic

above the 3:1 ratio is in fact Local Traffic delivered to non-ISP customers. Conversely, a Party can demonstrate to the Commission that traffic it delivers to the other Party is ISP-bound traffic, even though it does not exceed the 3:1 ratio. During the pendency of any such proceedings, the Parties remain obligated to pay the presumptive rates, subject to true-up upon the conclusion of Commission proceedings.

4.7.1.2 For each month, beginning June 14, 2001, during the term of this Agreement (each a "Calculation Period"), each party shall calculate the total Local Traffic and ISP Traffic delivered to the other Party during that Calculation Period and provide the calculation in written form to the other Party, within thirty (30) days after the end of the Calculation Period.

4.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.7.3 Each Party shall charge the other Party its effective applicable federal-and state-tariffed IntraLATA FGD-switched access rates for the transport and termination of all IntraLATA Toll Traffic.

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

5.1 Scope of Traffic. Article V prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and non-translated 800 traffic between CLEC Telephone Exchange Service Customers and Interexchange Carriers. Notwithstanding anything to the contrary contained herein, compensation for routing of Exchange Access traffic shall be pursuant to Article VI.

5.2 Trunk Group Architecture and Traffic Routing.

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

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and non-translated Toll Free traffic (e.g., 800/888) to allow CLEC's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to the CBT access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be one-way or two-way trunks, as mutually agreed, connecting an End Office Switch that CLEC utilizes to provide Telephone

Exchange Service and Switched Exchange Access Service in the given LATA to an access Tandem Switch CBT utilizes to provide Exchange Access in the LATA.

5.3 Logical Trunk Groups. In the LATA identified on Schedule 2.1, each CLEC Switching Center Switch in that LATA shall subtend the CBT access Tandem in that LATA via logical trunk groups, as provided in Section 4.3.2.

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

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (“**MECAB**”) document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification (“**CIC**”) of the IXCs that may utilize any portion of either Party’s network in an CLEC/CBT MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.

6.1.2 CLEC shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.0 and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in Schedule 6.0 as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Carrier Association (“**NECA**”) FCC Tariff No. 4.

6.1.4 Each Party shall implement the “**Multiple Bill/Multiple Tariff**” option in order to bill the IXC for each Party’s own portion of jointly provided Telecommunications Service.

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer using the Exchange Message Record (“EMR”) format. CBT has two (2) billing systems, each of which has a fixed billing period. Resale and Unbundled Ports will be in the 1st CRIS billing period every month; and, unbundled loops will be in the 7th CABS billing period every month. These billing periods coincide with current CABS and CRIS billing procedures. CABS bills are currently received via NDM and CRIS bills will be sent via NDM, if requested by CLEC. Bill Data Tapes will be shipped overnight.

6.2.2 CLEC shall provide to CBT, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records), via electronic data transfer using a mutually agreed upon format.

6.2.3 CBT shall provide to CLEC, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) via daily electronic data transfer via dedicated dial-up, using EMR format. In any event, CBT shall provide the information on magnetic tape no later than ten (10) calendar days from the usage recording date.. CBT and CLEC shall use best efforts to utilize electronic data transfer.

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

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

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

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by CLEC, the IXC or CBT. Each Party agrees to use reasonable efforts to provide the Other Party with notification of any discovered errors within two (2) Business Days of such discovery. A Party may recover against the other Party due to errors or loss of access usage whenever a Party’s IXC customer successfully asserts any claim for which the Party making the error is responsible.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on three (3) months of prior usage data. In the event three (3) months of prior usage data is not available, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

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

6.5 Additional Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from a Party, the Party providing such data shall provide corrected data. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in **Section 6.3.2**; provided, however, that the Party responsible for the lost data shall credit the other Party for any amounts billed pursuant to data developed as described in **Section 6.3.2** and not paid by the IXC to whom such usage has been billed.

ARTICLE VII BLV/BLVI TRAFFIC

7.1 Busy Line Verification. Busy Line Verification (“**BLV**”) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2 Busy Line Verification Interrupt. Busy Line Verification Interrupt (“**BLVI**”) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call, and the applicable charge applies whether or not the called party releases the line.

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

7.4 BLV/BLVI Compensation. Each Party shall compensate the other Party for BLV/BLVI traffic as set forth in the pricing schedule.

**ARTICLE VIII
TRANSIT SERVICE**

8.1 Transit Service. CBT shall provide CLEC Transit Service as provided in this **Article VIII**.

8.2 Transit Service Defined. “Transit Service” means the delivery of Local Traffic, Information Access Traffic and IntraLATA Toll Traffic between CLEC and a third-party LEC or CMRS provider by CBT over the Local/IntraLATA Trunks.

8.3 Compensation for Transit Service. The Parties shall compensate each other for Transit Service as follows:

- (a) Each party acknowledges that CBT has no responsibility to pay any third party LEC or CMRS provider for termination of any transit traffic. CBT will not pay such charges on behalf of the originating party unless CBT acts as the primary toll carrier (“PTC”), see (c)(1) below.
- (b) For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originating from CLEC that is delivered over the Transit Service (“Transit Traffic”) CLEC shall pay to CBT a Transit Service charge as set forth in the Pricing Schedule. CLEC is responsible for paying any termination charges imposed by the third party carrier;
- (c) For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originating from a third party LEC or CMRS provider that is delivered to CLEC over the Transit Service.
 - (1) For IntraLATA Toll Traffic that is subject to a PTC arrangement, CBT shall deliver such IntraLATA Toll Traffic to CLEC in accordance with the terms and conditions of such PTC arrangement;
 - (2) For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic where CBT has a transiting arrangement with such third-party LEC or CMRS provider that authorizes CBT to deliver such traffic to CLEC (“Other Party Transit Agreement”), then CBT shall deliver such traffic to CLEC in accordance with the terms and conditions of such Other Party Transit Agreement, and such third-party LEC or CMRS provider (and not CLEC) shall be responsible to pay CBT the applicable Transit Service charge. CLEC is to bill any termination charges solely to the third party carrier.

8.4 Duration of Obligation The Parties agree that it is the responsibility of each third-party LEC or CMRS provider to enter into arrangements with other LECs or CMRS providers to deliver Local Traffic and IntraLATA Toll Traffic where CBT does not act as the PTC for the originating LEC. Notification of effective third party agreements must be provided to CBT. The parties acknowledge that such agreements and actual measuring capability may not be currently in place. In the interim, therefore, if the terminating party is unable to determine the originator of the

transit traffic, the terminating party may request that CBT provide billing information to permit billing the third party (i.e., the call originator). To the extent CBT incurs additional cost in providing billing data, CBT will provide an estimate of those costs. If the receiving party accepts the estimate and agrees to reimburse CBT, the billing data will be provided.

8.5 Signaling. To the extent that networks involved in transit traffic deliver calls with CCIS and the appropriate Transactional Capabilities Application Part (“TCAP”) message, CBT will deliver such information to the terminating third-party LEC or CMRS provider. In all cases, CLEC is responsible to follow the EMR standard and exchange records with both CBT and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

8.6 Obligations of Terminating Carrier As provided in this **Article VIII**, CBT, as the transit service provider, will not pay any terminating charges behalf of the originating LEC or CMRS provider. The terminating LEC or CMRS provider is responsible for billing the originator of the traffic, and not CBT, for terminating charges.

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

9.1 Access to Network Elements.

(1) 9.1.1 CBT shall provide CLEC access to CBT's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this **Article IX**. CBT shall provide CLEC access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions and capabilities in accordance with the terms and conditions of **Article II**, in a manner that shall allow CLEC to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this **Article IX**, CBT shall not be required to provide Network Elements to CLEC if:

- (1) The Commission concludes that:
 - (a) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis; and
 - (b) CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary means; or

- (2) The Commission concludes that the failure of CBT to provide access to such Network Element would not impair the ability of CLEC to provide the Telecommunications Service CLEC seeks to offer.

9.1.3 CBT shall be required to make available Network Elements, including facilities and software necessary to provide such Network Elements, where available. If CBT makes available Network Elements that require special construction, CLEC shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on **Schedule 9.10**.

9.1.4 CBT shall permit CLEC to connect CLEC's facilities or facilities provided to CLEC by third parties with each of CBT's unbundled Network Elements at any point on CBT's network designated by CLEC that is technically feasible.

9.1.5 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

9.2 Network Elements. At the request of CLEC, CBT shall provide CLEC access to the following Network Elements on an unbundled basis:

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

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

9.2.3 **Reserved for future use**;

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

9.2.5 **Reserved for future use**;

9.2.6 Operations Support Systems (“OSS”) functions as more fully described on **Schedule 9.2.6**; and

9.2.7 Subloops, as more fully described on **Schedule 9.2.7**; .

9.3 Combination of Network Elements.

9.3.1 CBT shall provide Network Elements as specified in **Schedule 9.3.2** to CLEC in a manner that shall allow CLEC to combine such Network Elements (a “Combination”) with CLEC services or elements in order to provide a Telecommunications Service.

9.3.2 CBT shall make available to CLEC the Combinations as described in **Schedule 9.3.2** at the rates set forth in the Pricing Schedule.

9.3.2.1 Loop Combinations.

9.3.2.2 Loop/Transport Combination #1 (EEL #1). (VG Interface)

9.3.2.3 Loop/Transport Combination #2 (EEL #2). (DS1 Interface)

9.3.3 Any request by CLEC for CBT to provide any Combination other than as set forth in **Section 9.3.2**, to combine the unbundled Network Elements of CBT with CLEC or to perform any other function under this **Section 9.3** shall be made by CLEC in accordance with **Section 9.6**.

9.3.4 CBT shall not separate requested network elements that CBT currently combines.

9.3.5 Upon request, CBT shall perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined in the CBT's network, provided that such combination:

(1) Is technically feasible; and

(2) Would not undermine the ability of other carriers to obtain access to unbundled network elements or to interconnect with CBT's network.

9.3.6 This Section reserved for future use.

9.3.7 This Section reserved for future use.

9.3.8 CBT shall allow CLEC to self-certify that it meets the service eligibility criteria in **Section 9.3.2.2.4** for each high capacity EEL Circuit.. For this purpose, a letter sent to CBT by CLEC shall be considered a practical method of certification.

9.3.9 To confirm reasonable compliance with the service eligibility criteria set forth in this section, CBT may conduct limited audits only to the extent reasonably necessary to determine a requesting carrier's compliance with the service eligibility criteria. CBT shall hire and pay for an independent auditor to perform the audit, and CLEC shall reimburse CBT if the audit uncovers non-compliance with the service eligibility criteria. CBT shall provide at least 30 calendar days written notice to CLEC that it will conduct an audit. At the same time CBT provides notice of an audit to CLEC, CBT should also send a copy of the notice to the FCC. CBT may not conduct more than one audit of CLEC in any calendar year unless an audit reveals non-compliance. Any audit shall not impose an undue financial burden on CLEC, and CBT shall verify CLEC's compliance using the records that CLEC keeps in the normal course of business. CBT shall not require CLEC to submit to an audit prior to provisioning EELs.

9.3.10 For purposes of conversion, CBT shall not disconnect the special access circuit and reconnect it.

9.3.11 For the conversion of special access circuits to EELs or the conversion of special access circuits to UNEs, the recurring charge shall be the sum of the recurring charges for the individual UNEs that comprise the combination and the nonrecurring charges shall consist of the Service Order Charge set forth in the Pricing Schedule plus any applicable tariff termination liability for the special access circuits.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that CBT provides to CLEC, shall be (i) the same for all Telecommunications Carriers requesting access to such Network Element; and (ii) at least equal in quality to that which CBT provides to itself, its subsidiaries, affiliates or any other person, unless CBT proves to the Commission that it is not technically feasible to provide the Network Element requested by CLEC, or access to such Network Element at a level of quality that is equal to that which CBT provides itself.

9.4.2 CBT shall provide CLEC access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which CBT provides such elements to itself, its subsidiaries, affiliates and any other person, including the time within which CBT provisions such access to Network Elements, except as may be provided by the Commission pursuant to **Section 9.1.2**.

9.5 Provisioning of Network Elements.

9.5.1 CBT shall provide CLEC unbundled Network Elements as set forth on **Schedule 9.5**.

9.5.2 CBT shall provide CLEC access to CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions that relate to the Network Elements that CLEC purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6**.

9.5.3 Prior to submitting an order for a Network Element that replaces, in whole or in part, a service offered by CBT or any other telecommunications provider for which CBT changes a primary local exchange carrier, CLEC shall comply with the requirements of **Section 10.11.1**.

9.5.4 CBT and CLEC shall coordinate cutover of customer lines as described in **Schedule 9.5.4**.

9.6 Availability of Additional or Different Quality Network Elements. Any request by CLEC for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request, as described in **Schedule 2.2**, and shall be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, and install and provide such Network Element or access.

9.7 Pricing of Unbundled Network Elements.

9.7.1 CBT shall charge CLEC the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for those specific Network Elements, service coordination fee and Cross-Connect charges) as specified in the Pricing Schedule. If CLEC requests or approves an CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge CLEC for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "**Line Connection Service**" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect a specified Network Element to any Customer- or enduser-provided element or required to interconnect contiguous Network Elements.

9.7.2 If CLEC orders a Combination identified in **Section 9.3.2** and the provision of any such Combination requires CBT to modify any of its existing systems, service development processes or its network (beyond that required for CBT to provision its own retail services) to provide access to such Combination, CLEC shall be required to compensate CBT for any costs incurred to provide access to such Combination.

9.7.3 Subject to **Sections 29.3, 29.4** and **29.5** and subject to changes to tariff rates and charges which are incorporated by reference in this Agreement, the rates and charges set forth or identified in this Agreement are inclusive, and no other charges apply.

9.8 Billing. CBT shall bill CLEC for access to unbundled Network Elements pursuant to the requirements of **Article XXVII** to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

9.9.1 If (i) CLEC reports to CBT a suspected failure of a Network Element, (ii) CLEC requests a dispatch, (iii) CBT dispatches a technician, and (iv) such trouble was not caused by CBT's facilities or equipment, then CLEC shall pay CBT a maintenance of service charge as set forth in the Pricing Schedule.

9.9.2 CBT shall provide CLEC maintenance of unbundled Network Elements provided by CBT hereunder on terms and conditions no less favorable than CBT provides for itself, consistent with the Act.

9.10 Standard Intervals.

9.10.1 CBT shall provide to CLEC access to unbundled Network Elements in accordance with the standard intervals in **Schedule 9.10**.

ARTICLE X
RESALE AT WHOLESALE RATES -- SECTION 251(c)(4)
RESALE AT RETAIL RATES -- SECTION 251(b)(1)

10.1 Telecommunications Services Available for Resale at Wholesale Rates. Commencing on the date on which the Commission approves this Agreement, at the request of CLEC, CBT will make available to CLEC for resale at wholesale rates those Telecommunications Services that CBT provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, CBT will make available to CLEC for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the “**Wholesale Resale Services**”):

- (i) Local Service - Residence, as described in the applicable tariff;
- (ii) Local Service - Business, as described in the applicable tariff;
- (iii) Message Toll Service, as described in the applicable tariff;
- (iv) PBX Trunk, as described in the applicable tariff;
- (v) ISDN Basic Rate Interface (“**BRI**”), as described in the applicable tariff;
- (vi) ISDN Primary Rate Interface (“**PRI**”), as described in the applicable tariff;
- (vii) CBT Centrex Service and associated features and functionalities, as described in the applicable tariff;
- (viii) Dedicated Communications Services (i.e., special access), as described in the applicable tariff;
- (ix) DID Services, as described in the applicable tariff; and,
- (x) Customer Owned Pay Telephone Services, as described in the applicable tariff.

The Wholesale Resale Services shall be made available to CLEC at the wholesale discount set forth in the Pricing Schedule. The wholesale discount shall be applied to each rate element of any Telecommunications Services offered at wholesale rates.

10.2 Telecommunications Services Available for Resale at Retail Rates. Each Party shall make available to the other Party its Telecommunications Services for resale at retail rates (“**Retail Resale Services**”) in accordance with Section 251(b)(1) of the Act and applicable tariffs. CBT may, at its sole discretion, make available to CLEC under this Agreement services other than those set forth in **Section 10.1** (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

10.3 Limitations on Availability of Resale Services. The following limitations shall apply to both Wholesale Resale Services and Retail Resale Services (collectively, “**Resale Services**”):

10.3.1 Any Telecommunications Services that CBT offers to existing retail subscribers, but not to new subscribers (“**Grandfathered Services**”), are listed on **Schedule 10.3.1**. **Schedule 10.3.1** may be revised or supplemented from time to time to include those additional services that CBT may, to the extent permitted by Applicable Law, classify as Grandfathered Services. CBT agrees to make Grandfathered Services available to CLEC for resale to any Customer of CBT that subscribes to a Grandfathered Service from CBT at the time of its selection of CLEC as its primary local exchange carrier; provided, however, that if such Grandfathered Services are provided under a Shared Tenant Service Agreement, such Grandfathered Services shall be available for resale by CLEC pursuant to the terms and conditions of such Shared Tenant Service Agreement to all tenants, existing or in the future, in the specific facility subject to such Shared Tenant Service Agreement. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by CBT, CBT agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to CLEC for resale to CLEC's Customers that subscribe to such Grandfathered Service at the time it is so classified by CBT. Grandfathered Services shall be made available to CLEC at wholesale rates determined in accordance with the Act. Nothing in this **Section 10.3.1** shall prevent CLEC from taking a position before any regulatory body or court of law in opposition to any classification of a service by CBT as a Grandfathered Service.

10.3.2 Any Telecommunications Services that CBT currently intends to discontinue offering to any retail subscriber (“**Withdrawn Services**”) are set forth on **Schedule 10.3.2**. **Schedule 10.3.2** may be revised or supplemented from time to time to include those additional Telecommunications Services that CBT may, to the extent permitted by Applicable Law, classify as Withdrawn Services. CBT agrees to make Withdrawn Services available to CLEC for resale to CLEC's Customers who are subscribers to the Withdrawn Service either from CBT or CLEC at the time so classified (subject to the provisions of **Section 10.3.1** if such Withdrawn Service was previously classified as a Grandfathered Service) until the date such service is discontinued. Nothing in this **Section 10.3.2** shall prevent CLEC from taking a position before any regulatory body or court of law in opposition to any such withdrawal of service by CBT.

10.3.3 Each Party acknowledges that Resale Services shall be available to CLEC on the same basis as offered by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Services, including CBT's retail Customers and other resellers of CBT's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by CBT to itself or to any subsidiary, affiliate or any other person, including CBT's retail Customers, and (ii) to the same extent as CBT's retail Telecommunications Services are subject to the availability of facilities.

10.4 Additional Charges for Resale Services. In addition to the rates set forth in the Pricing Schedule, CLEC shall pay CBT (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by CLEC, including channel charges, initial non-recurring charges and construction charges, and (ii) the applicable non-discounted end user common line charge, as set forth in F.C.C. No. 35, Section 4, as well as any other non-discounted end-user charges which may be set forth in Commission regulations.

10.5 Restrictions on Resale Services.

10.5.1 Unless provided by the Commission, CLEC may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from CBT. The same restrictions which apply to CBT's Retail Services will also apply to those same services when offered for resale.

10.5.2 In the case of promotional offerings, CBT shall apply the wholesale discount to the ordinary rate for a retail service, rather than a special promotional rate, only if:

- (a) Such promotions involve rates that will be in effect for no more than a total of ninety (90) cumulative days over any six (6) month period; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation.

10.5.3 Notwithstanding the foregoing, CBT is not required to offer the promotional rate to CLEC during the first ninety (90) days of a promotion that is in effect for more than ninety (90) days within any six (6) month period. If the promotion is in effect for more than ninety (90) days within any six (6) month period, CBT is required to offer the promotion to CLEC at the promotional rate, less the wholesale discount, for the period of the promotion in excess of ninety (90) days.

10.5.4 Notwithstanding, **Sections 10.1** and **10.2**, the following provisions apply to the resale of certain services:

- (a) **Individual Customer Contracts**. CBT is not obligated to resell customer contracts at a wholesale discount. CBT is obligated to resell contracts at the contract rates.
- (b) **Means-Tested Service**. Means-tested services shall be available for resale only to those customers that qualify for such service. Each carrier will be responsible for funding its own Link-Up benefit and is responsible for applying to NECA to receive compensating funds as CBT currently does.
- (c) **Mandated Discounts**. As to any specific discount that CBT is mandated to offer, CBT is not obligated to offer the mandated discounted service at the mandated discount rate less any wholesale discount. The underlying services will be made available at the tariffed rates less the wholesale discount rate.

10.5.5 The Parties agree that applicable access charges, as established pursuant to methodologies approved by the FCC and/or the Commission, shall apply to Resale Services and shall be collected by CBT.

10.5.6 As provided in the Act, CLEC may not purchase Resale Services unless such services are resold to a person other than CLEC. CLEC may, at its option, purchase from CBT, at wholesale rates, all Telecommunications Services available for resale under the Act and resell at

retail rates such Services to its affiliates and subsidiaries pursuant to the terms and conditions of this Agreement. To the extent that CBT provides Resale Services, at wholesale rates, to its affiliates and subsidiaries for internal purposes, CLEC may provide such Resale Services to its affiliates and subsidiaries on the same basis.

10.5.7 CBT may impose additional restrictions on CLEC's sale of Resale Services only as permitted by the Act, the Commission or the FCC.

10.6 New Resale Services; Changes in Provision of Resale Services. CBT shall, via tariff filings notify CLEC of any changes in the terms and conditions under which CBT offers Resale Services, including the introduction of any new features, functions, services or promotions, by serving CLEC with a copy of the tariff filing at the time it is submitted to the Commission. The wholesale rates set forth in the Pricing Schedule shall be adjusted to reflect the appropriate wholesale discount contemporaneous with any retail price change (excluding promotional offerings consistent with **Section 10.5.2**) by CBT.

10.7 Operations Support Systems Functions. CBT shall provide CLEC, upon CLEC's request, nondiscriminatory access to CBT's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair and billing, in accordance with the terms and schedules established in the Commission's Arbitration Award in Case No. 97-152-TP-ARB, August 14, 1997 ("**Arbitration Award**"). CBT shall provide CLEC advance written notice of any material changes to CBT operating support systems functions.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 Resale Services made available by CBT for resale hereunder shall be equal in quality to that provided by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Service, including CBT's retail Customers. Access to Operations Support Systems functions for ordering provisioning, repair, and maintenance and billing shall be of equivalent function to that provided by CBT to itself, or to any subsidiary, affiliate or any other person to which CBT directly provides such access.

10.8.2 CBT shall provision Resale Services with the same timeliness that such Resale Services are provisioned to CBT's subsidiaries, affiliates or other persons to whom CBT directly provides the Resale Service, including CBT's retail Customers.

10.8.3 CBT shall provide to CLEC equivalent functionality of blocking calls (e.g., 700, 900 and 976) and Billed Number Screening ("**BNS**"), including necessary LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls to the extent that such functionalities are provided to CBT's retail Customers.

10.9 Standards Intervals.

CBT shall provide Resale Services to CLEC (i) in accordance with standard interval guidelines in **Schedule 10.9**.

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, then CBT shall unbrand or rebrand such features of such offered Resale Service as requested by CLEC for CLEC's Customers via separate trunk groups, line class codes or any other technically feasible method. If CBT demonstrates to the Commission that it cannot comply with CLEC's rebranding request, the Parties may propose to the Commission, for its approval, an alternative solution (e.g., unbranding). Requests for additional customized routing shall be done via the BFR process.

10.10.2 Upon CLEC's request, CBT shall make available to CLEC the ability to route:

- (i) Local Directory Assistance calls dialed by CLEC's Customers directly to CLEC Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls dialed by CLEC Customers directly to the CLEC Local Operator Services platform. Such traffic shall be routed over trunk groups between CBT End Offices and the CLEC Local Operator Services platform, using standard Operator Services dialing protocols of 0-, to the extent such routing is technically feasible.

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

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

10.10.4 CLEC shall not, without CBT's prior written consent, offer any Resale Service to any Customer under any brand name of CBT, its subsidiaries or its affiliates, nor shall CLEC state or imply that there is any joint business association or any similar arrangement with CBT in the provision of Resale Service to CLEC's Customers, except to the extent CLEC deems it necessary to advise its Customers that CBT's personnel will perform work on behalf of CLEC under this Agreement or that some facilities used in provisioning service are owned and maintained by CBT; provided, however, CLEC shall make no disparaging statements about such facilities or services.

10.10.5 In those instances where CLEC requires CBT personnel to interface directly with CLEC's Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as CBT's employees performing work for CLEC.

10.10.6 CBT shall identify any service call materials, including “no access” cards and time-and-materials invoices furnished during service calls by CBT personnel to CLEC’s Customers by using preprinted cards or stickers provided by CLEC, that contain CLEC’s name/logo, CLEC’s address, and CLEC’s customer service telephone number.

10.10.7 In no event shall CBT personnel acting on behalf of CLEC pursuant to this Agreement provide information to any existing CLEC Customer about CBT products or services, unless mutually agreed in writing by the Parties, or disparage CLEC and/or CLEC service or products. Upon an inquiry initiated by the customer, CBT personnel may refer the customer to CBT’s business office, but in no instance shall CBT personnel provide written literature.

10.10.8 CLEC shall pay CBT’s costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this Section 10.10.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. §64.1100 to the process for Customer selection of a primary local exchange carrier. CBT shall not require a disconnect order from an CLEC Customer or another LEC in order to process an CLEC order for Resale Service for an CLEC Customer. CBT shall advise CLEC whenever an CLEC Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by CBT. Until the FCC or the Commission adopts final rules and procedures regarding selection of a primary local exchange carrier, CLEC shall deliver to CBT a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by CLEC under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to CBT prior to the first order submitted by CLEC hereunder. CLEC shall retain on file all applicable Documentation of Authorization (as defined in **Schedule 10.11.1**), including letters of agency or any other method permitted by Applicable Law relating to the Customer’s selection of CLEC as its primary local exchange carrier. Such documentation shall be available for inspection by a Party or the Commission at its request during Normal Business Hours, when such documentation is at issue.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (“**Unauthorized Switching**”), the Party that initiated the change shall switch that Customer back to the specified Carrier. In the case of unauthorized changes of any Customers to another LEC, the Parties shall follow any Kentucky Public Service Commission Guideline or Regulation in existence and, in any event, shall cooperate to switch the customer back to the specific carrier.
- (b) If CBT reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other

governmental entity, CBT agrees to report on CLEC unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.

- (c) The Parties agree that in the event that either (i) the Resale Tariff is withdrawn by CBT or materially revised, or (ii) there is no other Applicable Law relating to Local Exchange Carrier selection disputes, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in **Section 28.3** will be implemented.

10.11.3 When CBT receives an order for Resale Service from CLEC for CLEC's Customer and CBT currently provides resale local exchange Telecommunications Services to another carrier ("**Carrier of Record**") for the same Customer, CBT shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and CLEC to resolve any issues related to that Customer. CLEC agrees to indemnify and hold CBT harmless against any and all Losses that may result from CBT acting under this **Section 10.11.3** to change a Customer to CLEC at CLEC's direction, if such order is demonstrated to be an Unauthorized Switch.

10.11.4 When notified by CLEC or through the Customer Access Record Exchange system ("**CARE**") that a Customer has changed its primary interexchange carrier ("**PIC**") selection only from one IXC to another IXC, CBT shall only provision the PIC change. CBT may modify its process to conform with industry-accepted standards and shall conform with the requirements of the FCC or the Commission. CBT shall bill CLEC, not the end-user customer, for the PIC change charge.

10.12 Functionality Required To Support Resale Service.

10.12.1 Directory Listing Requirements. CBT shall make available to CLEC for CLEC Customers directory listings in accordance with the provisions of **Article XV**.

10.12.2 LEC-Assigned Telephone Calling Card Numbers. Should CBT during the term of this agreement provide LEC assigned telephone calling card numbers, effective thirty (30) days after the date of a Customer's subscription to CLEC's service, CBT will block the LEC-assigned telephone line calling card number Line Identification Database ("**LIDB**"), unless otherwise agreed to by the Implementation Team.

10.12.3 Telephone Assistance Programs. Upon conversion to CLEC's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. CBT will continue to administer the Telecommunications Assistance Program for the Customer on behalf of CLEC. If CLEC's Customer is newly qualified for a Telecommunications Assistance Program, CLEC must send CBT the necessary qualification documentation.

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

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

10.12.6 CBT shall cooperate with CLEC to ensure the continued provision of appropriate services necessary to serve TTY/TDD customers when migrating from one carrier to another.

10.13 Service Functions.

10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for all CLEC Customers.
- (b) Service Referrals. CBT shall refer all questions from any CLEC resale Customer regarding any CLEC service or product directly to CLEC in accordance with the procedures set forth by the Implementation Team. CBT shall use its best efforts so that all CBT representatives who receive such inquiries regarding CLEC services do not in any way disparage or discriminate against CLEC or its products or services and do not provide information about CBT products or services during such Customer contact except as described in **Section 10.10.7**.
- (c) Customer Contact Employee Training. CBT shall provide training for all its employees who may communicate, either by telephone or face to face, with CLEC Customers so that the requirements of this Agreement are met. Furthermore, the same quality standards that CBT requires of its employees when contacting an CBT Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with CLEC Customers.

10.13.2 Access To Operations Support Systems Functions - Provisioning.

- (a) Pre-Ordering, Ordering and Provisioning. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with Resale Services. The interface will be administered through gateways that will serve as points of contact for the transmission of such data. These gateways will provide for equivalent functionality for pre-ordering, ordering and provisioning (as such items are defined in this **Section 10.13.2**) as CBT uses in its provision of retail services for the above functions. The interface will

be consistent with the Alliance for Telecommunications Industry Solutions (“**ATIS**”), Telecommunications Industry Forum (“**TCIF**”), Electronic Data Interchange (“**EDI**”) Customer Service Guideline, issue 7, (LSOG Version 1.0), and provide the functionality described in **Schedule 10.13.2**.

- (b) **Service Ordering and Provisioning**. Service Orders will be placed by CLEC and provisioned by CBT in accordance with the procedures described in this **Section 10.13** and as agreed by the Implementation Team. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100 and **Section 10.9.1**.
- (c) **Provisioning Support**. CBT shall provide provisioning support to CLEC on the same basis CBT provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (d) **Status Reports**. After receipt and acceptance of a Service Order, CBT shall provide CLEC with service status notices on an exception basis.
- (e) **Engineering Support**. When requested by CLEC, CBT shall provide timely engineering support. CLEC shall pay CBT for the use of its engineering services at charges previously agreed to by CLEC.
- (f) **Requests for Service Changes**. Where CBT provides installation, CBT's representatives shall inform an CLEC Customer to contact CLEC if such Customer requests a service change at the time of installation.
- (g) **Non-Interruption of Service**. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, CBT may not initiate any disconnect, suspension or termination of an CLEC Customer's Resale Service, unless directed to do so by CLEC by transmission of a Service Order or CBT's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than CLEC.

10.13.3 Access to Operations Support Systems Functions - Maintenance.

- (a) **Maintenance and Repair**. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through gateways that will serve as a points of contact for the transmission of such data. These gateways will provide for equivalent functionality for maintenance and repair (as such items are defined in this **Section 10.13.3**) as CBT uses for maintenance and repair of its retail services.
- (b) **Maintenance**. Maintenance will be provided by CBT as set forth by the Implementation Team and in accordance with the requirements set forth in **Sections 10.7** and **10.8** and **Schedule 10.13**.

10.14 Responsibilities of CLEC.

10.14.1 CLEC shall be responsible for providing to its Customers and to CBT a telephone number or numbers that CLEC's Customers can use to contact CLEC in the event of service or repair requests. If CLEC's Customers contact CBT with regard to such requests, CBT shall inform such Customers that they should call CLEC and will provide CLEC's contact number to such Customers.

10.14.2 CLEC shall provide CBT with accurate and complete information regarding CLEC's Customers in a method reasonably prescribed by CBT to allow CBT to keep its Emergency Telephone Number Service database updated, if CBT maintains such a database.

10.14.3 Prior to the Effective Date, CLEC shall have received and communicated to CBT its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code and its Operating Company Number.

10.14.4 At the time CLEC requests CBT to make Resale Services available to CLEC, CLEC shall provide CBT written notice of the manner in which CLEC will provide Operator Services and Directory Assistance services to its Customers. If CLEC elects not to purchase CBT's Operator Service and Directory Assistance services, such written notice shall be provided to CBT not less than ninety (90) days before CBT provides Resale Services to CLEC. Thereafter, if CLEC elects to provision Operator Services and Directory Assistance services in another manner, CLEC shall provide CBT not less than ninety (90) days written notice of its intent to do so.

10.15 Responsibilities of CBT. CBT shall provide access to the following services where CBT is the underlying E9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service that includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Enhanced E9-1-1 (“**E9-1-1**”) service, provides for routing of all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls, as well as additional features, such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAPs serving Customers within that Central Office area.
- (iii) 911 call routing to the appropriate PSAP. CBT shall provide and validate CLEC Customer information to the PSAP. CBT shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the CLEC Customer service information in the ALI/DMS (“**Automatic Location Identification/Data Management System**”) used to support E9-1-1 services.

Both CLEC and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 911 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.16 Exchange of Billing Information.

10.16.1 CBT shall provide CLEC a specific Daily Usage File (“**DUF**”) for Resale Services provided hereunder (“**Customer Usage Data**”). Such Customer Usage Data shall be recorded by CBT in accordance with EMR Standards. CBT will review the implementation of new standards as appropriate. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic that CBT currently records, in EMR format, for each individual Resale Service and shall include sufficient detail to enable CLEC to bill its Customers for Resale Services provided by CBT. CBT will provide to CLEC, in **Schedule 10.16**, detailed specifications that will enable CLEC to develop an interface for the exchange of Customer Usage Data. Procedures and processes, including, but not limited to, those set forth on **Schedule 10.16**, for implementing the interface will be addressed by the Implementation Team. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by CBT to CLEC.

10.16.2 Interexchange call detail forwarded to CBT for billing, which would otherwise be processed by CBT, 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. If CLEC does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

10.16.3 CLEC shall be responsible for providing all billing information to its Customers who purchase Resale Services from CLEC.

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

10.17 Use of Service.

10.17.1 CLEC, and not CBT, shall be responsible to ensure that its and its Customers' use of the Resale Services complies at all times with Applicable Law. CBT may refuse to furnish or may disconnect Resale Services of CLEC or, as appropriate, to an CLEC Customer when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) CBT is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CBT is being used or will be used

for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

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

10.17.3 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to CBT the written finding of a judge, then upon written request of CLEC and agreement to pay restoral of Resale Service charges and other applicable charges, CBT shall promptly restore such Resale Service.

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

10.17.5 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or CBT's Customers.

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

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

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

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

12.1 Physical Collocation. CBT shall provide to CLEC Physical Collocation on its Premises for equipment necessary for Interconnection or for access to unbundled Network Elements, except that CBT will provide for Virtual Collocation or Adjacent Collocation of such equipment if Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CBT shall provide CLEC Collocation only for the purpose of Interconnection or access to CBT's Network Elements.

12.1.1 CBT shall offer to CLEC all types of Physical Collocation contemplated by the Act, the FCC or the Commission, including without limitation the following:

12.1.1.1 Cageless Collocation. CBT shall allow CLEC to collocate CLEC's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space.

12.1.1.2 Caged Collocation. CBT shall permit CLEC to collocate CLEC's equipment and facilities and to require the construction of a cage or similar structure surrounding the collocation space.

12.1.1.3 Shared Collocation. Shared Collocation means CLEC and another carrier are occupying the same Caged Collocation.

12.1.1.4 Adjacent Collocation. Adjacent Collocation means a collocation arrangement of the type described in **Section 12.1.11**.

12.1.2 Such Collocation Space, of a size and dimension which is specified by CLEC and agreed to by CBT, may be Caged Collocation or Cageless Collocation at CLEC's sole discretion unless expressly prohibited by local statute, ordinance, or regulation. If CLEC elects to enclose the Collocation Space, CBT, or, at CLEC's option, a CBT approved Certified Vendor, will design and construct, at CLEC's expense and pursuant to specifications agreed to by the Parties, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to CBT's use.

12.1.3 Upon request of CLEC, CBT shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. CBT will inform CLEC of the types of enclosures available in its application response. CLEC must provide the local CBT building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, or as specified in **Section 12.15**, CBT will not access CLEC's locked enclosure prior to notifying CLEC.

12.1.4 At CLEC's option and expense, CBT will permit the installation of lockable cabinets for CLEC's use in CLEC's collocation space.

12.1.5 CLEC may share space in its Collocation Space with third parties so long as such third parties are using such space for interconnection with CBT or for access to CBT's unbundled network elements and agree to abide by the same terms and conditions as apply to CLEC.

12.1.6 CLEC may share space with other parties that have obtained collocation space from CBT so long as such space is used for collocation with CBT or for access to CBT's unbundled network elements.

12.1.7 Each carrier in a Shared Collocation must arrange directly with CBT for the provision of the cross-connects, interconnection facilities and access to unbundled network elements.

12.1.8 CBT shall not impose any minimum square foot requirements for Collocation Space upon CLEC. CLEC may request Collocation Space in increments as small as a single bay of equipment.

12.1.9 CBT may permit CLEC to collocate in any unused space in a central office, serving wire center, building or structure at a CBT Premises. CBT will determine the location of the Collocation Space .

12.1.10 In the event that CLEC is denied collocation space in a particular CBT Premises, CLEC, at its request, will be permitted to tour the entire Premises, within 10 days of a request to tour CBT's premises, without charge, to verify lack of space in that particular CBT Premises. In addition:

- (a) CBT shall submit to the state commission, subject to any protective order, detailed floor plans or diagrams of any Premises where CBT claims that Physical Collocation is not practical because of space limitations. These floor plans or diagrams will show what space, if any, CBT or any of its affiliates has reserved for future use, along with a description of future use for the reserved space and the length of time for each reservation, and,
- (b) CBT shall permit a requesting telecommunications carrier to inspect any floor plans or diagrams that CBT provides the Commission, subject to any nondisclosure protections the Commission deems appropriate.

12.1.11 In the event that Physical Collocation space is exhausted in a particular CBT Premises CBT agrees, upon receipt of a written request from CLEC, to allow CLEC to use Adjacent Collocation. In providing Adjacent Collocation to CLEC, CBT shall permit CLEC to construct or otherwise procure adjacent facilities in a building, controlled environmental vault or similar structure, to the extent technically feasible at a CBT Premises. CBT shall further permit CLEC to cross-connect its equipment located in an Adjacent Collocation arrangement to CBT facilities, including without limitation unbundled loops, in the CBT Premises, subject only to reasonable safety and maintenance requirements, zoning, and other state and local regulations. CBT and CLEC agree to negotiate in good faith any additional rates terms and conditions, if necessary, for such Adjacent Collocation and to complete such negotiations within thirty (30) days of a CLEC request to CBT to commence such negotiations. If space becomes available for Physical Collocation in a CBT Premises after CLEC has established an Adjacent Collocation arrangement for that Premises, CBT will permit CLEC to

continue to utilize its Adjacent Collocation arrangement and will not require CLEC to migrate from the Adjacent Collocation arrangement to a Physical Collocation arrangement inside the Premises. CBT will not prohibit a CLEC from moving the Adjacent Collocation arrangement into the CBT Premises if space becomes available.

12.1.11.1 Should CLEC elect to build a controlled environmental vault at a CBT Premises, CLEC will arrange with CBT or with a CBT Certified Vendor to construct such a controlled environmental vault. Upon request made by the local CBT building contact, CLEC will provide such contact with two cards, keys or other access device used to enter the locked vault. Except (i) in cases of emergency or (ii) when CBT has obtained CLEC express permission (written or oral, at CLEC's sole discretion), CBT shall not access CLEC's locked vault.

12.1.11.2 If such Adjacent Collocation Arrangement is within two hundred (200) feet of the CBT central office, serving wire center or building, CBT shall provide CLEC with power and access to Physical Collocation services and facilities subject to the same nondiscriminatory requirements applicable to any other collocation arrangement. If the Adjacent Collocation Arrangement is more than two hundred (200) feet from the CBT central office, serving wire center or building, CBT shall provide CLEC with power and access to Physical Collocation services and facilities subject to the same nondiscriminatory requirements applicable to any other collocation arrangement, and CLEC shall pay any reasonable additional costs to supply power to such locations.

12.1.11.3 In the event that space is exhausted in a particular CBT Premises and Adjacent Collocation at the Premises is not technically feasible, CBT shall permit CLEC to cross-connect its equipment located elsewhere to CBT facilities in the CBT Premises. The specific rates, terms and conditions for such an arrangement shall be negotiated in good faith by the Parties on an individual case basis.

12.1.12 Within ten (10) calendar days of CBT having first determined in response to a request for collocation that one of its Premises has no space available for Physical Collocation, CBT will post and maintain this information on a publicly accessible Internet web site that indicates the CBT Premises that lack space for Physical Collocation.

12.1.13 CBT will take collocator demand for space into account when renovating existing facilities and constructing or leasing new facilities, and shall indicate the amount of any such space that will be made available to collocators. If CBT determines that no collocation space is available, upon reasonable request by CLEC, CBT will remove any obsolete unused equipment, if necessary, to provide CLEC with Collocation Space. CBT shall be permitted to recover the cost of removal and/or relocation of such equipment if CBT incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

12.1.14 Upon request, CBT must submit to CLECT within ten (10) calendar days of the submission of the request, a report indicating CBT's available Collocation Space in requested Premises. This report must specify the amount of Collocation Space available at each requested Premise, the number of Telecommunications Carriers collocating at the Premises, and

any modifications in the use of the space since the last report. This report must also include measures that CBT is taking to make additional space available for Collocation

12.2 Virtual Collocation in Physical Collocation Space. Where CLEC is Virtually Collocated on the Effective Date in a space that was prepared for Physical Collocation, CLEC may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to the terms of this agreement and CBT's applicable tariffs or (ii) revert to Physical Collocation, in which case CLEC shall coordinate with CBT for rearrangement of its transmission equipment and facilities, for which CBT shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. Where CLEC is Virtually Collocated in a space that was initially prepared for Virtual Collocation, CLEC may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to the terms of this Agreement and CBT's applicable tariffs or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case CLEC shall coordinate with CBT the construction and rearrangement of its transmission equipment and facilities, for which CLEC shall pay CBT at the rates set in the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation. Collocation shall be made available to CLEC by CBT on a nondiscriminatory, first come first serve basis, and otherwise in accordance with the requirements of the Act. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to CLEC under this Agreement shall be at parity to that which CBT provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Eligible Equipment.

12.5.1 CLEC may Collocate equipment used for Interconnection or access to CBT's Network Elements including, but not limited to, the following types of equipment:

- (a) OLTM equipment;
- (b) Multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier, including Next Generation Digital Loop Carrier;
- (f) Data voice equipment;
- (g) Equipment used to facilitate hubbing architectures (e.g., SONET terminating equipment used for hubbing);

- (h) Any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402;
- (i) Equipment used for signal regeneration functions;
- (j) Digital access cross-connect systems (“DACs”);
- (k) Digital subscriber line access multiplexers (“DSLAMs”);
- (l) ADSL Transceiver Units (“ATUs”);
- (m) Routers;
- (n) Remote switch modules, and
- (o) Splitters.

12.5.2 For a Virtual Collocation arrangement, CLEC may designate the make/model and vendor of the equipment necessary for interconnection or access to unbundled network elements. Such equipment must meet the network compatibility standards agreed to by CLEC and CBT. CLEC shall be responsible for ordering sufficient quantities of maintenance spares to allow CBT to maintain and repair the CLEC-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.3 Restrictions. CLEC shall not be permitted to collocate equipment if used solely for switching or to provide enhanced services. All collocated equipment must comply with BellCore National Equipment and Building Specifications (NEBS) Level 1 safety requirements, as well as, any additional safety standards CBT may impose on its own equipment.

12.5.4 Subject to the terms and conditions of this agreement, CBT shall not restrict the types or vendors of equipment to be installed in virtual and Physical Collocation, unless CBT demonstrates a specific and significant network reliability concern associated with providing interconnection or access at a particular point. CBT may not object to the Collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications (NEBS) performance standards. CLEC shall be responsible for ordering sufficient quantities of maintenance spares for virtually collocated equipment to allow CBT to maintain and repair the CLEC-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.5 CLEC will be responsible for the payment for all reasonable costs incurred by CBT resulting from CLEC’s choice of equipment in physical and virtual collocation. The costs may include (as applicable), but are not limited to:

- (a) the training of CBT's employees for the installation, maintenance, repair, and operation of virtually collocated equipment if the equipment is different from (i) the equipment CBT uses in its network, or (ii) the equipment another virtual interconnector uses in that particular virtual collocation location; and

- (b) the required modification of CBT's facilities to accommodate CLEC's interconnection equipment for physical and/or virtual collocation.

12.5.6 CLEC may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more CBT Central Offices destined for termination at another CBT Central Office.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, CLEC may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from CBT or provide its own or third-party leased fiber optic transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CBT's Premises.

12.7 Interconnection with other Collocated Carriers. Upon written request to CBT, CLEC shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at CBT's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross-Connection so long as CLEC's and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with CBT or for access to CBT's Network Elements (except that the Parties acknowledge that CLEC may Collocate equipment necessary to connect to such other collocating Telecommunications Carrier (i.e., a multiplexer) that may not be directly connected to CBT for access to CBT's Network Elements but will connect at some point to CBT's network).

12.8 Interconnection Points and Cables.

12.8.1 CBT shall provide CLEC an Interconnection point or points physically accessible by both CBT and CLEC, at which the fiber optic cable (or other necessary facility as per CLEC's Bona Fide Request) carrying CLEC's circuits can enter CBT's Premises; provided that CBT shall designate Interconnection Points as close as reasonably possible to CBT's Premises.

12.8.2 CBT shall provide at least two (2) such Interconnection points at CBT's Premises at which there are at least two (2) entry points for CLEC's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points.

12.9 Allocation of Collocation Space.

12.9.1 CLEC may reserve Collocation Space for its future use in CBT's Premises in accordance with the provisions of this section. CBT may retain floor space for the specific future uses of CBT on terms no more favorable to CBT, or any of its Affiliates, than those that apply to CLEC seeking to reserve Collocation Space for its own future use. CBT shall notify CLEC in writing if another Telecommunications Carrier requests Collocation Space that is reserved by CLEC. CLEC shall, within five (5) Business Days of receipt of such notice, provide CBT either (i) written notice that CLEC relinquishes such space, or (ii) enforce its reservation of space in accordance with this section. Failure of CLEC to respond to CBT within the foregoing five (5) Business Day period shall be deemed an election by CLEC to relinquish such space.

12.9.2 Space for Physical Collocation may be reserved on the following basis:

12.9.2.1. CLEC may reserve additional space in a CBT Premises in which it has (or is ordering) Physical Collocation for permitted telecommunications-related equipment.

12.9.2.2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system (“Reservation Charge”).

12.9.2.3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of CBT by CLEC in the particular Premises.

12.9.2.4. The reservation takes a priority based on the time at which it is made.

12.9.2.5. In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized by date. The holder(s) of the lowest-priority reservation(s) that, when considering all higher-priority reservations, still represent(s) available space sufficient to fill the order(s) for Physical Collocation (each, an “Option Party”) will be given the option of “enforcing” or relinquishing its (their) reservation(s). In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reserved space (in lieu of the non-recurring Reservation Charge) and occupying such space within the time limits specified in Section 12.12.11. The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next-higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

12.9.2.6. If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the time CBT received the reactivation reservation and payment of another Reservation Charge. The holder(s) of the reservation(s) with the next-higher priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

12.9.2.7. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

12.9.2.8. CBT, and its affiliates, shall enforce its reservation in the same manner in which CLEC and other collocating Telecommunications Carriers shall be required to enforce their reservations.

12.9.3 CBT shall not be required to lease or construct additional space in a Premises to provide CLEC Physical Collocation when existing space in such Premises has been exhausted.

12.9.4 CLEC will provide CBT with a two (2)-year rolling forecast of its estimated requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties. By the end of the third Contract Month after the Effective Date, CLEC and CBT shall jointly develop a planning process for meeting CLEC's space and intraoffice facility requirements, which shall include the procedures to be followed for the CLEC quarterly forecast of anticipated additional power requirements. CBT will attempt to deliver Collocation pursuant to CLEC's forecasts to the extent that Collocation space is then available.

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

12.10.1 CLEC shall comply at all times with reasonable security and safety procedures and existing requirements that are established by CBT and communicated to CLEC.

12.10.2 CBT shall limit access to its Premises to only those individuals to whom (i) CBT has provided keys, or (ii) CBT has provided the access code for card readers where card readers are the sole means of entry into such Premises, as the case may be.

12.10.3 If CLEC elects to enclose the Physical Collocation Space, access to CLEC's Collocation Space shall be limited by CBT and CLEC (i) to employees, agents, contractors, subcontractors, or other representatives of CLEC, (ii) if applicable, to a CLEC sub-lessee and such sub-lessee's employees, agents, contractors, subcontractors or other representatives, and (iii) to CBT employees, agents, and contractors to the extent they have the right to access CLEC's Physical Collocation Space pursuant to this Agreement.

12.10.4 If CLEC elects Cageless Collocation and the space is in a separate collocation area within the CBT Premises, access to the area in which CLEC's Physical Collocation Space is located shall be limited by CBT and CLEC (i) to employees, agents, contractors, subcontractors, or other representatives of CLEC and any other telecommunications carrier (including, if applicable, any sub-lessee of CLEC), its agents, contractors, subcontractors or other representatives of such telecommunications carrier, collocating equipment in the same common collocation area as CLEC, and (ii) to CBT employees, agents, and contractors to the extent they have the right to access CLEC's Collocation Space pursuant to this Agreement.

12.10.5 If CLEC elects Cageless Collocation and the space is in unused space (not restricted to a separate collocation area) within a CBT Premises, access to the area in which CLEC's Physical Collocation Space is located shall not be limited by CBT beyond the customary security

arrangements that CBT maintains with respect to its own employees, agents, contractors, subcontractors or other representatives.

12.10.6 CBT shall allow CLEC (i) for CLEC's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to spaces that house or contain CLEC equipment or equipment enclosures and CBT shall furnish CLEC with keys, entry codes, lock combinations, and other materials or information that may be needed to gain entry into any secured CLEC space, and (ii) for CLEC's Virtual Collocated space, access during the applicable Premises' Normal Business Hours to inspect or observe CLEC equipment.

12.10.7 CBT shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that CBT secures external access to spaces that house CBT's equipment.

12.10.8 Alterations. In no case shall CLEC or any person acting on behalf of CLEC make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the CBT Premises without the written consent of CBT, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC.

12.11 Subcontractor and Vendor Approval. CLEC shall select an equipment installation vendor which has been approved as a CBT certified vendor to perform all engineering and installation work required in the Physical Collocation Space. CBT shall provide CLEC with a list of certified vendors upon request. The certified vendor shall be responsible for installing CLEC's equipment and components, performing operational tests after installation is complete, and notifying CBT's equipment engineers and CLEC upon successful completion of installation. The certified vendor shall bill CLEC directly for all work performed pursuant to this Agreement and CBT shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. CBT shall consider, and shall not unreasonably deny, certifying CLEC, or vendor of its request, as a certified vendor. Notwithstanding the foregoing, CLEC may elect to contract to repair or maintain its equipment, with contractors approved by CBT. Approval by CBT will be based on the same criteria CBT uses in approving contractors for its own purposes. For contractors not previously approved by CBT, CBT will provide written approval/disapproval of any CLEC selected contractor within 20 calendar days. If CBT does not approve the CLEC selected vendor or contractor, CBT will provide CLEC the reason for the disapproval in writing.

12.12 Delivery of Collocated Space.

12.12.1 CBT shall provide CLEC with a single point of contact for all inquiries regarding Collocation. CLEC shall request space for Collocation by delivering a written request to CBT. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities CLEC will require for such space, (iv) the equipment to be housed in such space, (v) CLEC's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate CLEC's Collocated equipment, (vii) the specific level of diversity for fiber (or other facility as per CLEC's Bona Fide Request) and power cabling to and from the Collocated space and (viii) the date on which CLEC intends to initiate service from such space.

12.12.2 Unless parties agree otherwise or if CBT has requested and received relief from the Commission for an extraordinary number of collocation applications, CBT shall notify CLEC in writing within eight (8) Business Days of receiving CLEC's request for Collocation as to whether the application is acceptable and if the requested space is available. CBT's response will advise CLEC of the specific deficiencies in the application. If space is not available for Physical Collocation, CBT shall specify in its notice to CLEC when space for Physical Collocation will be made available to CLEC and shall offer to CLEC Adjacent Collocation or Virtual Collocation Space.

CLEC must cure any deficiencies in its collocation application and resubmit the application within ten (10) calendar days after being advised of such deficiencies to retain its position in the collocation queue.

12.12.2.1 CBT shall not object to or deny the submitted CLEC Collocation application(s) (a) on the basis of the functionality of specific equipment CLEC desires to collocate without first proving to the Commission that the equipment will not actually be used, at least in part, by CLEC for the purpose of obtaining Interconnection or access to UNEs; (b) on the basis of the safety standards of equipment CLEC desires to collocate without providing to CLEC within five (5) calendar days of the objection or denial a list of all equipment installed within the Premises in question together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CBT contends CLEC's equipment fails to meet; or (c) on the basis that collocation arrangement is not technically feasible without providing written justification to CLEC for that decision within five (5) calendar days of the objection or denial.

12.12.3 Should CBT determine that the amount of space available is less than that requested by CLEC or is differently configured, CLEC has the option of applying for this space by amending its application to reflect the actual space available within the specified time frame specified in **Section 12.12.2**.

12.12.4 Delivery of Physical Collocation Space.

12.12.4.1 If space for Physical Collocation is immediately available at the time of CLEC's request, CBT shall include in its notice to CLEC (i) the space to be provided and (ii) when CBT can deliver the space to CLEC.

12.12.4.2 Upon receiving the written notification of the availability of Collocation space from CBT, CLEC shall send written verification whether it still requires each

Collocation space requested on CLEC's application for which space is available. This written verification is CLEC's firm order for service for each Collocation space requested.

12.12.4.3 CBT and CLEC shall have a joint planning meeting (which may be held by telephone) and, at CLEC's option, an initial walkthrough of such space, after CBT's receipt of CLEC's firm order. CBT shall, after the joint planning meeting and/or initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses and provide for a parallel installation sequence. At such meeting, the Parties will agree to the design of the collocation space and the equipment configuration requirements.

12.12.4.3.1 In the event CLEC materially modifies its request, such modifications must be submitted to CBT in writing and a firm order date reestablished.

12.12.4.3.2 CBT will complete all design work following the joint planning meeting. If CBT needs to reevaluate CLEC's application as a result of changes requested by CLEC to CLEC's original application, then CBT will charge CLEC a fee based upon the additional engineering hours required to do the reassessment. Any material changes such as requesting additional space or adding additional equipment may require CLEC to resubmit the application with an application fee.

12.12.4.4 After the joint planning meeting and/or initial walkthrough, CBT shall provide to CLEC a written proposal that covers CLEC's requirements for the space and details the associated requirements and the applicable charges required to meet CLEC's specific request and the expected service date.

12.12.4.5 CLEC will be responsible for a pro-rata share of any Central Office Buildout Costs and extraordinary costs (collectively "COBO Charges"), as determined in accordance with the Act, incurred by CBT to prepare the Collocation space for the installation of CLEC's equipment, and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. CBT will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work.

12.12.4.6 CLEC shall acknowledge acceptance of CBT's written proposal, including applicable charges, by signing it and returning a copy to CBT within seven (7) calendar days after receipt. CLEC's written verification shall be accompanied by CLEC's payment of forty percent (40%) of all applicable COBO Charges (the "Initial COBO Payment"). This seven (7) calendar day deadline must be met in order for the collocation space to be delivered in the time frame shown in **Section 12.12.5**, below. If CLEC fails to meet this deadline, the provisioning interval will begin on the date the CLEC provides the signed proposal and the Initial COBO Payment. COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Upon receipt of CLEC's signed proposal and initial

COBO payment, CBT will begin the work and charge CLEC for the actual time and material needed to complete the modifications, plus a reasonable contribution to CBT's common costs. In no case will actual charges exceed those estimated by more than ten percent (10%). Delayed payment of the Initial COBO Payment may delay the actual service date. Material changes (e.g., increase in floor space or additional equipment added) to the request may require additional application(s) by CLEC and additional response(s) prepared by CBT. Such material changes shall toll the interval for construction while the additional response is being prepared.

12.12.4.7 So long as CLEC has a satisfactory credit rating with CBT for the twelve (12)-month period preceding the date of CLEC's request for Collocation, CLEC shall pay the COBO charges as follows:

Initial COBO Payment:	40% of COBO charges
Delivery by CBT of confirmation that construction of space is fifty percent (50%) complete:	40% of COBO charges
Completion of space conditioning:	20% of COBO charges

If CLEC's credit rating is not satisfactory within the aforementioned period, CLEC's method of payment of the COBO charges shall be in accordance with the provisions of CBT's applicable tariff.

12.12.5 Unless parties agree otherwise or if CBT has requested and received relief from the Commission, CBT shall deliver to CLEC the requested space, subject to the requirements shown in Section **12.12.4.6**, (such date of delivery referred to as the "Delivery Date"), as follows:

12.12.5.1 If CLEC has properly forecast its collocation demands, CBT shall deliver to CLEC the requested physical collocation space within 76 business days (roughly, 105 calendar days) when conditioned space is available.

12.12.5.2 If CLEC has properly forecast its collocation demands and provisioning arrangements involve major construction or special applicant requirements, CBT shall deliver to CLEC the requested physical collocation space within 91 business days (roughly, 126 calendar days).

12.12.5.3 The provisioning intervals in Sections 12.12.5.1 and 12.12.5.2, above, may be extended by CBT, as follows:

- (a) If collocation space is not readily available, CBT may extend the provisioning intervals by 20 business days (roughly, 28 calendar days);
- (b) If CLEC has not provided an accurate and timely forecast of its collocation demands, CBT may extend the provisioning intervals by 60 calendar days.

- (c) If (1) collocation space is not readily available, and (2) CLEC has not provided an accurate and timely forecast of its collocation demands, CBT may extend the provisioning intervals by 88 calendar days.

12.12.5.4 CBT shall deliver augments to existing collocation arrangements to CLEC within 45 business days (roughly, 63 calendar days) of receiving CLEC's application.

12.12.6 Upon CLEC request, CLEC may have reasonable access to its designated collocation space while CBT prepares the space for collocation. CBT shall provide positive confirmation to CLEC when construction of CLEC Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.

12.12.7 If CBT does not provide CLEC with its Collocated space by the Delivery Date and such delay is caused directly by CBT's actions or its failure to act (and not by a CLEC Delaying Event), CLEC shall receive a credit of 1/90th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.

12.12.8 After completion of construction but prior to occupancy, CLEC and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) calendar days after the walkthrough. The correction by CBT of any exceptions noted by CLEC, from CLEC's original request for collocation (as modified by any changes requested by CLEC), shall be at CBT's expense and shall be subject to an additional walk through and acceptance by CLEC.

12.12.9 CLEC shall pay the incremental cost incurred by CBT as the result of any CLEC Change Order applicable to construction of Physical Collocation space.

12.12.10 CBT may begin billing CLEC for recurring charges for the Collocated space on the Occupancy Date, which shall mean the date on which (i) the Parties have completed the acceptance walkthrough of CLEC's Physical Collocation Space and (ii) no material exceptions for such space have been noted or remain outstanding.

12.12.11 CLEC shall vacate the Collocated space if another eligible carrier has requested collocation and no other space is available to fulfill such request and either (x) CLEC fails to install within ninety (90) calendar days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (y) CLEC fails to Interconnect to the CBT network within one hundred and fifty (150) calendar days of the Occupancy Date. If CLEC is required to vacate the space pursuant to this section, CLEC shall vacate such space within ninety (90) calendar days of the earliest to occur of the foregoing events. If, after vacating a space, CLEC still requires Collocation in that Premises, CLEC shall be required to submit a new request for Collocation.

12.12.12 The Parties shall identify at least one contact for each Party, including name(s) and telephone number(s), responsible for the following areas relating to Collocation:

1. Engineering;
2. Physical and Logical Security;
3. Provisioning;
4. Billing;
5. Operations;
6. Site and Building Managers; and
7. Environmental and Safety.

12.12.13 The Parties shall also establish an escalation process which includes names, telephone numbers and escalation order for each Party in order to resolve disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

12.13 Terms of Collocation. Collocation will be subject to the following provisions:

12.13.1 Each Party will be responsible for notifying the other Party of any significant outages of a Party's equipment that could impact any of the services offered by the other Party and provide estimated clearing time for restoration.

12.13.2 The Parties shall coordinate to ensure that services are installed in accordance with the service request.

12.13.3 Each Party is responsible for testing, if necessary, with the other Party to identify and clear a trouble when the trouble has been sectionalized (isolated) to a service provided by that Party.

12.13.4 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, CLEC shall obtain CBT's written approval of CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities, which approval shall not be unreasonably withheld or delayed. CBT may make reasonable request for additional information before granting approval and may reasonably require scheduling changes. CLEC shall indicate on the drawings provided by CBT, pursuant to **Section 12.15**, CLEC's plans for equipment to be installed in the Collocation space prior to commencing installation.

12.13.5 CBT shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to CBT when CLEC has completed its installation of equipment and facilities in the Collocation space, and CBT shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that CBT is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of CBT to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CBT not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

12.13.6 CBT shall have the right to make periodic inspections of CLEC's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. CBT will notify CLEC in writing not less than two (2) Business Days in advance of such inspections, and CLEC shall have the right to be present at the time of such inspection. If CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC must modify its installation to achieve compliance.

12.14 Terms of Virtual Collocation.

12.14.1 If CLEC requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and CLEC elects Virtual Collocation, and such Virtual Collocation is available at the time of CLEC's request, CBT shall include in its notice to CLEC (i) the space to be provided and (ii) when CBT can deliver the space to CLEC.

12.14.2 CBT and CLEC will have an initial walkthrough of the Collocated space to be provided to CLEC for Virtual Collocation on the date that is the earlier of (i) ten (10) Business Days after CBT's verification of the Virtual Collocation space to be provided to CLEC and (ii) fourteen (14) calendar days after CBT's receipt of CLEC's request for Virtual Collocation.

12.14.3 CBT shall deliver to CLEC the requested space on or before the later of (i) seventy-five (75) calendar days from CBT's receipt of CLEC's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to CLEC such space within seventy-five (75) days (such date of delivery referred to as the "Delivery Date") and CBT notified CLEC of this fact within ten (10) calendar days from CBT's receipt of CLEC's request.

12.14.4 Virtual Collocation space requested by CLEC will be made available to CLEC by CBT, as follows:

12.14.4.1 CBT shall allow periodic inspections of Virtual Collocation space where CLEC equipment is located upon reasonable advance notification.

12.14.4.2 CBT shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified and notification shall be sent to CLEC as soon as reasonably possible.

12.14.4.3 Virtual Collocation shall be provided in accordance with the terms and conditions of Tariff F.C.C. No. 35, Section 17.11, provided, however, if any provision of such tariff is inconsistent with the Act, the Act shall govern.

12.14.4.4 CBT shall provide positive confirmation to CLEC when construction of CLEC Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date.

12.14.4.5 After completion of construction and on or before the Delivery Date, CLEC and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction by CBT of any exceptions noted by CLEC, from CLEC's original request for collocation (as modified by any changes requested by CLEC), shall be at CBT's expense and shall be subject to an additional walk through and acceptance by CLEC.

12.15 Common Requirements. The following requirements shall be applicable to both Physical and Virtual Collocation:

12.15.1 CBT shall provide interoffice, point-to-point facilities (e.g., DS0, DS1 and DS3), where available, as required by CLEC to meet CLEC's needs for placement of equipment, interconnection, or provision of service. CLEC may purchase either (i) Dedicated Transport from CBT, or (ii) the functional equivalent of Dedicated Transport from another source, for the purpose of transporting traffic between a CLEC Collocation Space and any other location specified by CLEC, including without limitation CBT Central Office(s), other CBT locations, or any CLEC or third party network facilities. CLEC may order such interoffice facilities prior to CBT turning over the Collocation Space to CLEC. CBT shall provide to CLEC all numbers and information necessary for CLEC to submit on its orders for network elements or tariffed services, including Carrier Facility Assignment, fourteen (14) calendar days prior to collocation turn-over..

12.15.2 CBT shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1 and DS3 rates pursuant to mutual agreement of the Parties.

12.15.3 CLEC may provide basic telephone service with a connection jack for the Collocated space. Upon request of CLEC, CBT will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

12.15.4 CBT shall provide adequate lighting, ventilation, power, heat, air conditioning and other environmental conditions for CLEC's space and equipment having the size and capacity agreed upon by CLEC and CBT. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

12.15.5 CBT shall provide access, where available, to eyewash stations, shower stations, bathrooms and drinking water within the Collocated facility on a twenty-four (24)-hours-per-day, seven (7)-days-per-week basis for CLEC personnel and its designated agents.

12.15.6 CBT shall provide ingress and egress of fiber cabling to CLEC Collocated spaces. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation.

12.15.7 From time to time CBT may require access to the Physical Collocation Space. CBT retains the right to access such space for the purpose of making equipment and

building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Except in cases of emergency, CBT will give CLEC two (2) Business Days notice when access to the Physical Collocation Space is required. CLEC may elect to be present whenever CBT performs work in the Physical Collocation Space. CBT will work with CLEC to ensure that any equipment or building modifications performed by CBT do not have a materially adverse effect on any of the services CLEC provides. Notification of any emergency-related activity shall be made as soon as practicable after CBT learns that such emergency activity is necessary.

12.15.8 CLEC shall not be required by CBT to relocate its equipment during the Initial Term or any Renewal Term. If CLEC, at CBT's request, agrees to relocate its equipment, then CBT shall reimburse CLEC for any and all costs reasonably associated with such relocation.

12.15.9 Should CBT sell or lease a Premises or any portion thereof to a third person during the Initial Term or any Renewal Term, CBT shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

12.15.10 Power, as referenced in this section, refers to any electrical power source supplied by CBT for CLEC equipment. It includes all superstructure, infrastructure and overhead facilities, including cable, cable racks and bus bars. CBT will supply power to support CLEC equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CBT shall supply power to CLEC at parity with that provided by CBT to itself or to any third person. If CBT performance, availability or restoration falls below industry standards, CBT shall bring itself into compliance with such industry standards as soon as technologically feasible.

12.15.11 Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements of this Agreement, CBT shall provide power, as specified in CLEC's collocation request, to meet CLEC's reasonable needs for placement of equipment, Interconnection or provision of service.

12.15.12 Both CLEC's power equipment and CBT's power equipment supporting CLEC's equipment shall comply with applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout.

12.15.13 CBT will provide CLEC with written notification within five (5) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of or causes an outage or any type of power disruption to CLEC equipment located in the CBT facility. CBT shall provide CLEC prompt notification by telephone of any emergency power activity.

12.15.14 Power plant alarms and cabling shall adhere to Bellcore Network Equipment Building Systems (NEBS) Standard TR-EOP-000063.

12.15.15 CBT shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

12.15.16 CBT shall, within ten (10) calendar days after receipt of the Initial COBO Payment for Physical Collocation or within ten (10) calendar days after the initial walkthrough for Virtual Collocation, provide CLEC with a copy of any existing drawings showing CLEC's proposed Collocation space and any related CBT facilities, and provide information relating to measurements for necessary CLEC cabling that are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as CBT charges other Telecommunications providers for the provision of the foregoing drawings and information, CLEC shall reimburse CBT for the costs, if any, incurred by CBT to provide CLEC with such drawings and information.

12.15.17 Termination. CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to CBT. Upon termination of such occupancy, CLEC, at its expense, shall remove its equipment and other property from the Physical Collocation Space. CLEC shall have thirty (30) days from the termination date to complete such removal; provided, however, that CLEC shall continue payment of monthly fees to CBT until such date as CLEC has fully vacated the Physical Collocation Space. Should CLEC fail to vacate the Physical Collocation Space within thirty (30) days from the termination date, CBT shall have the right to remove the equipment and other property of CLEC at CLEC's expense and with no liability for damage or injury to CLEC's property unless caused by the gross negligence or intentional misconduct of CBT or any CBT employee, agent, representative, subcontractor or consultant.

12.15.18 If the whole of a Collocation Space shall be taken or such portion of the Premises shall be taken such that the Collocation Space is rendered unsuitable for its permitted use by any public authority under the power of eminent domain, then this Agreement shall terminate as to that Collocation Space only, as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by CBT of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. Such proportionate refund shall be CLEC's sole and exclusive remedy and CLEC shall have no entitlement to any portion of the amount CBT receives as compensation for the property taken under power of eminent domain. If any part of the Collocation Space shall be taken under eminent domain, CBT and CLEC shall each have the right to terminate this Agreement as to that Collocation Space only, and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

12.15.19 CLEC may elect to provide and install or to provide and have CBT install CLEC-owned, or CLEC-leased fiber entrance facilities to the Collocation Space from either CLEC interoffice facilities or from the point of interconnection (either "Entrance Location"). CBT will designate the Entrance Location in proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, pursuant to **Section 12.8**.

12.15.20 CLEC will provide and place cable at the Entrance Location of sufficient length to be pulled through conduit and into the splice location. CLEC will provide a

sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the CLEC's equipment in the Collocation Space. CLEC will notify CBT ten (10) calendar days in advance before placing the entrance facility cable in the manhole. CLEC is responsible for maintenance of the entrance facilities.

12.15.21 CLEC may utilize spare capacity on an existing CLEC entrance facility for the purpose of providing an entrance facility to another CLEC collocation arrangement within the same CBT Premises.

12.15.22 CLEC is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by CLEC in the Physical Collocation Space. Without limitation of the foregoing provisions, CLEC will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; and (3) associated equipment which may be required within the Physical Collocation Space to the points of interconnection.

12.15.23 In no case shall CLEC or any person acting on behalf of CLEC make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the CBT Premises without the written consent of CBT, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC.

12.16 Additional Physical Collocation Requirements. The following additional requirements shall be applicable to Physical Collocation only:

12.16.1 Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements for the space, CBT shall provide space, as requested by CLEC, to meet CLEC's needs for placement of equipment necessary for Interconnection and access to Network Elements.

12.16.2 CBT shall allow requests for contiguous space in increments as small as a single bay of equipment if the space is not subject to outstanding requests by other Telecommunications Carriers.

12.16.3 Other than reasonable security restrictions, CBT shall place no restriction on access to the CLEC Collocated space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those CBT places on its own personnel or independent contractors.

12.16.4 For each building in which Collocated space is provided and upon request by CLEC for that building, CBT will, provide CLEC with information known to it concerning environmental, health and safety conditions.

12.16.5 CLEC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC's Physical Collocation Space. Upon request, CBT will provide CLEC with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC.

12.16.6 CLEC shall not require advance approval from CBT to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.

12.16.7 Central Office power supplied by CBT into the CLEC equipment area shall be supplied in the form of fused power feeds from CBT's power distribution board to CLEC's BDFB located in or near the CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as mutually agreed upon by the Parties.

12.16.8 CBT power equipment supporting CLEC's equipment shall:

12.16.8.1 Provide appropriate Central Office ground, connected to a ground electrode located within the CLEC Collocated space, at a level above the top of CLEC's equipment plus or minus two (2) feet to the left or right of CLEC's final request; and

12.16.8.2 Provide feeder capacity and quantity to support the ultimate equipment layout for CLEC equipment upon completion of the equipment node construction in accordance with CLEC's request for Collocation.

12.17 Indemnification. CLEC shall indemnify and hold harmless CBT for any damage or Loss to CBT's personnel or property (including CBT's Premises and any equipment contained therein), and for any damage or Loss to third parties for which CBT may be held responsible, which is caused by the presence of CLEC's equipment and/or personnel in CBT's Premises. CBT shall indemnify and hold harmless CLEC for any damage or Loss to CLEC's property collocated in CBT's Premises which is caused by the Fault of CBT.

12.18 Pricing. The prices charged to CLEC for Collocation are set forth in the Pricing Schedule.

12.19 Cancellation. CLEC may cancel its bona fide firm order for Collocation space at any time prior to occupancy. If CLEC cancels its order for the Collocation Space(s), CLEC will reimburse CBT for any reasonable and demonstrable expenses actually incurred by CBT up to and including the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC would have otherwise paid for work undertaken by CBT if no cancellation of the order had occurred. CBT shall refund to CLEC any monies previously paid by CLEC but not expended by CBT less any reasonable and demonstrable expenses incurred by CBT.

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

13.1 Provision of Local Number Portability. Both CLEC and CBT shall jointly cooperate to implement all applicable requirements for Local Number Portability as set forth in the Act, FCC rules and regulations, and the rules and regulations of the Public Utilities Commission of Ohio. Specific rules, regulations, and rates for Local Number Portability (LNP) Query Service are available in CBT's Access Service Tariff FCC No. 35, Section 13.3.9.

13.1.1 Conventions. For purposes of this **Article XIII**, Party A means the Carrier from which a telephone number is Ported, and Party B means the carrier to which a telephone number is ported.

13.1.2 The Parties agree that as part of either carrier's implementation of LNP in an existing switch or in the process of deploying a new switch, the Parties shall cooperate in joint testing for the implementation of LNP.

13.1.3 The use of LNP shall not subject either Party or its customers to any degradation of service compared to the other Party and its customers as measured by any relevant performance standard, including transmission quality, switching, and transport costs, increased call set-up time and post-dial delay. Both Parties shall act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP due to abnormal conditions. Both Parties agree to begin default queries, as necessary, only after the first telephone number in a LNP-capable NXX has actually been ported.

13.1.4 Both Parties shall provide updates to the LERG at least forty-five (45) days prior to the LNP effective date and will identify the portable switches and NXXs. All NXXs assigned to LNP-capable switches are to be designated as portable unless a NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular, and wireless services; codes assigned for internal testing and official use; codes assigned to mass calling on a choked network; and any other NXX codes required to be designated as non-portable by the rules of the FCC or Commission. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

13.2 Procedures for Providing LNP

The Parties shall follow the Local Number Portability provisioning process recommended by the North American Numbering Council ("NANC") and adopted by the FCC. In addition, the Parties agree to follow the Local Number Portability ordering procedures established at the Ordering and Billing Forum ("OBF").

13.2.1 The Parties shall work cooperatively to port customer's telephone number(s) using LNP.

13.2.2 When a telephone number is ported from Party A's network using LNP, Party A shall remove any non-proprietary line-based calling cards associated with the ported number(s)

from its LIDB. Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or the customer.

13.2.3 When a customer of Party A ports their telephone number(s) to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it's available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line prior to the due date of the porting activity. When the ten digit unconditional trigger is not available, the Parties must coordinate the disconnect activity.

13.2.4 The Parties shall include the Jurisdictional Information Parameter ("JIP") in the Initial Address Message ("IAM") that contains the LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

ARTICLE XIV DIALING PARITY -- SECTION 251(b)(3)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

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

15.1 Directory Listings.

15.1.1 CBT, as publisher of its White Pages, will include Primary Listings of CLEC's resale directory customers in its White Pages, and shall cause its publisher to include primary listings of CLEC's directory customers in its Publisher's Yellow Pages Directories under the following terms and conditions:

15.1.1.1 CBT will publish the Primary Listing of CLEC Directory Customers located within the geographic scope of its White Pages directory and will recover costs for both resale and facility based Customers in accordance with the Act.

15.1.1.2 Listings of CLEC Directory Customers shall be interfiled with listings of Customers of CBT and other LECs serving the same geographic area where such listings are included within a directory.

15.1.1.3 CBT shall provide CLEC with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

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

15.1.1.5 CBT may include, at a rate consistent with the Act, Primary Listings of CLEC Directory Customers provided to CBT or its Publisher in other directories published by the Publisher.

15.1.1.6 Nothing in this Agreement shall restrict CBT's and its Publisher's authority from altering the geographic scope, directory life, headings, content or format of the directories. CBT and its Publisher will provide information on such alterations at the same time such information is provided to CBT.

15.1.1.7 CBT, shall include, in the customer information section of its White Pages Directory, information about CLEC services, including addresses and telephone numbers for CLEC Customer service. The form and content of such customer information shall be provided by CLEC to CBT prior to the close date for the customer information section. The charge for the listing of such information will be calculated on the same basis as the charges paid by CBT for similar listings. CBT shall maintain editorial rights as well as control of the format and design of these pages. CLEC will work directly with the publisher to include customer information in the publisher's Yellow Page Directory

15.1.2 Listing and Listing Updates. CLEC will provide CLEC Directory Customer Primary Listings and Listing Updates to CBT or its Publisher on a non-exclusive basis as follows:

15.1.2.1 CLEC shall provide its CLEC Directory Customer Primary Listings to CBT or its Publisher in a mutually agreeable form and format. CLEC acknowledges that CBT or its Publisher may impose a charge for changes to CLEC Directory Customer Primary Listings previously provided by CLEC to CBT or its Publisher; however, in no event shall such charge be greater than the amount CBT charges its Customers and such charge shall be calculated in the same manner as Publisher charges CBT for such charge.

15.1.2.2 Within two (2) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an CLEC Directory Customer, CLEC shall provide Listing Updates to CBT in a form and format acceptable to CBT.

15.1.2.3 CLEC will cooperate with CBT or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of CLEC's Listing Updates to CBT or its Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.1.2.4 Subject to the rules, guidelines, and regulations of the Commission, Publisher or CBT may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of CLEC, provided, however, that neither Publisher nor CBT will:

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

- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where CLEC has notified CBT.

15.1.3 Directories Delivery. CBT will provide initial and secondary (replacement, additional or New Line orders) delivery of CBT's White Page Directory and shall cause its Publisher to provide initial and secondary (replacement additional or New Line orders) delivery of Yellow Page Directories to CLEC Directory Customers under the same terms and conditions that CBT delivers to its customers. Timing of such delivery and determination of which Telephone Directories shall be delivered (by customer address, NPA NXX or other criteria) and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that CBT delivers Telephone Directories to its own local service customers. Upon directory publication, CBT will arrange for the distribution of the directory to CLEC Customers in the directory coverage area and shall recover directory delivery costs for both resale and facilities based customers in accordance with the Act.

15.1.4 Nondiscriminatory Formats. CBT shall make available to CLEC Customers the same White Pages formats and shall cause its publisher to make available the same Yellow Pages format that CBT and its publisher provides to its retail Customers, at the same rates, terms and conditions.

15.2 Directory Assistance Listings. CLEC will provide CBT during the term of this Agreement its DA listings. DA listings provided to CBT by CLEC under this Agreement will be used and maintained by CBT only for providing Telecommunications Services, and may be disclosed to third parties only for the purpose of providing Telecommunications Service to those parties.

15.2.1 CBT shall provide unbundled and non-discriminatory access to the subscriber records used by CBT to create and maintain databases for the provision of live or automated operator assisted Directory Assistance (“**DA Input Data**”). CLEC or its Directory Assistance service subcontractor may use such DA Input Data for the purpose of providing Directory Assistance service via a live operator or automated services in response to specific end user requests for such information or any other Telecommunications Service pursuant to the Act.

15.2.1.1 CBT shall not be required to provide non-published telephone numbers; however, CBT shall provide a 10-digit string which contains the NPA, NXX and the last four digits masked, and name and address of the non-published party with an indication that the telephone number is non-published.

15.2.1.2 All DA Input Data shall be provided in the format as specified in “Directory Assistance Data Information Exchanges and Interfaces” below or in Telcordia standard F20 format. CBT shall provide CLEC with lists of community abbreviations and common word abbreviations used in the DA Input Data necessary in order to allow CLEC to interpret the data. No other tables used by CBT to search

or reference the DA Input Data will be provided to CLEC. CLEC is responsible for developing its own methods and procedures for accessing the DA Input Data and for training its DA operators to use the DA Input Data.

15.2.1.3 CBT shall provide to CLEC, as soon as technically practicable, all DA Input Data that resides in CBT's master subscriber system file via an electronic data transfer medium such as Network Data Mover (NDM) or in a magnetic tape format, at rates to be determined in accordance with the Act. Both the initial data and all subsequent data shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

15.2.1.4 CLEC or its Directory Assistance service subcontractor shall take all necessary and reasonable precautions to protect the integrity of the DA Input Data and to protect the proprietary nature of any nonpublished information. Under no circumstances shall CLEC or its Directory Assistance service subcontractor use the DA Input Data for any marketing purpose or to select or identify in any manner potential customers to receive any marketing information. Under no circumstances shall CLEC or its Directory Assistance service subcontractor use the DA Input Data for the purpose of publishing a directory in any format, including any end-user electronic on-line directory service. Nothing herein shall be construed to prohibit CLEC from publishing a directory pursuant to Section 222(e) of the Act, so long as the DA Input Data is not used for such purpose. CLEC or its Directory Assistance service subcontractor shall not permit any unaffiliated third party with whom it has not contracted to provide its local Directory Assistance service to use the DA Input Data or any information extracted therefrom.

15.2.1.5 The DA Input Data will not include independent and competitive LEC listings unless the parties can reach an amicable resolution between themselves or the Commission determines otherwise, whichever occurs first.

15.2.1.6 CBT shall provide CLEC with updates to the DA Input Data using the agreed transfer medium on the same date that they are provided to CBT's own DA Operations.

15.2.1.7 All updates to the DA Input Data shall be provided to CLEC at CLEC's expense through an electronic data transfer medium, magnetic tape format or other mutually agreed format. CLEC shall be responsible for performing its own data reconciliation and integrating such updates into its master database.

15.2.1.8 Data must include all levels of indentation and all levels of information agreed upon by the Implementation Team.

15.2.1.9 CBT shall provide complete refresh of the DA Input Data at CLEC's expense upon two weeks notice by CLEC.

15.2.1.10 CLEC will designate a technically feasible point at which the DA Input Data will be provided. CLEC shall pay all costs of delivery of CBT's DA

Input Data from its existing location to the technically feasible point designated by CLEC.

15.2.1.11 CLEC shall provide CBT with CLEC's DA Input Data in the same form, on the same terms and with the same timeliness as CBT provides CLEC with CBT's DA Input Data.

15.2.2 The Implementation Team will address the following issues:

15.2.2.1 Directory Assistance Database

(a) DA Input Data Exchanges and Interfaces

(b) Data Processing Requirements

15.2.2.2 See **Schedule 15** for Directory Assistance Data Information Exchanges and Interfaces.

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

16.1 Structure Availability.

16.1.1 CBT shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, “**Structure**”) owned or controlled by CBT for the placement of CLEC's telecommunications equipment and related facilities (“**Attachments**”). Poles, ducts and conduits include entrance facilities (including building access) and conduit and riser space; manholes; telephone equipment closets; and other infrastructure used by CBT to place telecommunications distribution facilities. “Rights-of-way” includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities. The availability of CBT Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with **Section 16.20**, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which CBT owns and controls Structure or interests therein.

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

denial (i) as soon as practicable but in any event within forty-five (45) days of the date of such request if CBT has actual or constructive knowledge of the reasons for such denial or (ii) promptly upon CBT's receipt of such reasons for denial if such reasons are not known until after the expiration of such forty-five (45)-day period.

16.2 Franchises, Permits and Consents. CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the CBT Structure it uses.

16.3 Access and Modifications. Where necessary to accommodate a request for access of CLEC, CBT will modify its Structure in order to accommodate the Attachments of CLEC as set forth in this **Section 16.3**, unless (i) CBT has denied access as described in **Section 16.1.2**, and/or (ii) because CBT may not lawfully make the Structure available. CBT may permit CLEC to conduct Field Survey Work and Make-Ready Work itself or through its own contractors in circumstances where CBT is unable to complete such work in a reasonable time frame.

16.3.1 Before commencing the work necessary to provide such additional capacity, CBT will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate CLEC may, at CBT's option, include modifications required to accommodate other attaching parties, including CBT, that desire to modify their Attachments.

16.3.2 If CLEC requests access to a CBT Right-of-way where CBT has no existing Structure, CBT 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 CBT desires to extend its own Attachments, CBT will construct Structure to accommodate CLEC's Attachments.

16.3.3 The costs of modifying a Structure to accommodate CLEC's request, the requests of another attaching party or the needs of CBT shall be borne by CLEC, the other requesting party or CBT, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including CBT, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including CBT, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements specified in **Section 16.6**, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or CBT 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. If an attaching party, including CBT, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to CBT's Structure will be owned by CBT. CLEC and other parties, including CBT, 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. Any necessary procedures with respect to a Party's recovery of its proportionate share of the value of any modifications shall be as prescribed by the Implementation Team.

16.4 Installation and Maintenance Responsibility. 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 CBT or by other attaching parties. Work performed by CLEC on, in or about CBT's Structures shall be performed by properly trained competent workmen skilled in the trade. CBT 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 CBT 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 therefor. CLEC shall provide CBT with notice before entering any Structure for construction or maintenance purposes.

16.5 Emergency Repairs. In the event of a service-affecting emergency, CBT shall begin repair of its facilities containing CLEC's Attachments as soon as reasonably possible after notification by CLEC.

16.6 Installation and Maintenance Standards. 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, Bellcore Construction Practices, 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.

16.7 Implementation Team. The Implementation Team to be formed pursuant to Article XVIII shall develop cooperative procedures for implementing the terms of this Article XVI. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing CLEC access to CBT's Structure and appropriate penalties for failure to timely complete process steps for which fixed or negotiated intervals have been assigned. CBT will provide CLEC with access to information regarding the provision of access to CBT's Structure which will be sufficient for CLEC to verify that CBT is providing CLEC with access to its Structure that is comparable to that provided by CBT to itself, its subsidiaries, affiliates and other persons requesting access to CBT's Structure.

16.8 Access Requests. Any request by CLEC for access to CBT's Structure shall be in writing and submitted to CBT's Structure Leasing Coordinator. CBT may not unreasonably limit the number and scope of requests from CLEC being processed at any one time and may prescribe a reasonable non-discriminatory process for orderly administration of such requests. CLEC's Attachment to CBT's Structure shall be pursuant to a permit issued by CBT for each request for access.

16.9 Unused Space. Excepting maintenance ducts as provided in Section 16.10 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by CBT shall be available for the Attachments of CLEC, CBT or other providers of

Telecommunications Services or cable television systems. CLEC may not reserve space on CBT Structure for its future needs. CBT shall not reserve space on CBT Structure for the future need of CBT nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide CBT with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.10 Maintenance Ducts.

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

16.10.2 Where a spare innerduct does not exist, upon the mutual agreement of the Parties, CBT shall allow CLEC to install an innerduct in CBT conduit.

16.11 Applicability. The provisions of this Agreement shall apply to all CBT Structure now occupied by CLEC.

16.12 Other Arrangements. CLEC's use of CBT Structure is subject to any valid, lawful and nondiscriminatory arrangements CBT may now or hereafter have with others pertaining to the Structure.

16.13 Cost of Certain Modifications. If at the request of a governmental entity, third person, court or Commission or property owner, CBT moves, replaces or changes the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities.

16.14 Maps and Records. CBT will provide CLEC, at CLEC's request and expense, with access to and copies of maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that CBT may redact any proprietary information (of CBT or third parties) contained or reflected in any such maps, records or additional information before providing such information to CLEC. Upon request, CBT will meet with CLEC to clarify matters relating to maps, records or additional information. CBT does not warrant the accuracy or completeness of information on any maps or records.

16.15 CLEC Access. CLEC shall provide CBT with notice before entering any CBT Structure.

16.16 Occupancy Permit. CLEC occupancy of Structure shall be pursuant to a permit issued by CBT for each requested Attachment. Any such permit shall terminate (a) if CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date CBT has notified CLEC that such Structure is available for CLEC's Attachments, and such delay is not caused by an CBT Delaying Event, (c) if CLEC ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if CLEC fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from CBT or (e) if CBT ceases to have the right or authority to maintain its Structure, or any part thereof, to which

CLEC has Attachments. If CBT ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, CBT shall (i) provide CLEC notice within ten (10) Business Days after CBT has knowledge of such fact and (ii) not require CLEC to remove its Attachments from such Structure prior to CBT's removal of its own attachments. CBT will provide CLEC with at least sixty (60) days written notice prior to (x) terminating a permit or service to an CLEC Attachment or removal thereof for a material breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to CBT's Structure permitted by the terms of this Agreement, or (z) any modification to CBT's Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring CLEC to so surrender such permit, CBT shall remove CLEC's Attachments at CLEC's expense.

16.17 Inspections. CBT may make periodic inspections of any part of the Attachments of CLEC located on CBT Structures. Inspections shall be made to (i) ensure that CLEC's Attachments have been constructed in accordance with the applicable permit and do not violate any other attaching party's rights on the Structure and (ii) ensure that CLEC's Attachments are subject to a valid permit and conform to all applicable standards as set forth in Section 16.5. CLEC shall reimburse CBT for any costs of such inspections incurred by CBT (as defined by Section 252(d) of the Act and approved by the Commission). Except in cases involving safety, damage to Attachments or reported violations of the terms of this Agreement, compliance inspections shall not be made more often than once every five (5) years. When reasonably practicable to do so, CBT shall provide prior written notice to CLEC of such inspections.

16.18 Damage to Attachments. Both CLEC and CBT will exercise precautions to avoid damaging the Attachments of the other or to any CBT Structure to which CLEC obtains access hereunder. Subject to the limitations in **Article XXVI**, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.19 Charges. CBT's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, CBT's charges for Structure will be (i) those listed in CBT's Cable Television Pole Attachment Tariff, PSCK No. 1, if the particular type of Structure is included therein, or (ii) if the particular type of Structure is not included in the above Tariff, those of the lowest existing contract available to an attaching party in the State of Kentucky, including any affiliate of CBT. The charges as of the Effective Date are set forth in the Pricing Schedule and CBT reserves the right to periodically adjust such charges consistent with the foregoing. A reasonable deposit shall be required for map preparation, make-ready surveys and Make-Ready Work.

16.20 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to CBT owned or controlled Structure shall be provided to CLEC on a basis that is nondiscriminatory to that which CBT provides to itself, its affiliates, Customers, or any other person.

16.21 Interconnection.

16.21.1 Upon request by CLEC, CBT will permit the interconnection of ducts or conduits owned by CLEC in CBT manholes.

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

16.21.3 CLEC shall be responsible for the costs of any Make-Ready-Work required to accommodate any interconnection pursuant to this **Section 16.21**.

16.22 Cost Imputation. CBT will impute costs consistent with the rules under Section 224(g) of the Act.

16.23 Structure Leasing Coordinator. Requests for access to CBT Structure shall be made through CBT's Structure Leasing Coordinator, who shall be CLEC's single point of contact for all matters relating to CLEC's access to CBT's Structure. The Structure Leasing Coordinator shall be responsible for processing requests for access to CBT's Structure, administration of the process of delivery of access to CBT's Structure and for all other matters relating to access to CBT's Structure.

16.24 State Regulation. The terms and conditions in this **Article XVI** shall be modified as necessary through negotiation between the Parties to comply with the laws of the state of Kentucky applicable to Structure. Until the terms and conditions of this **Article XVI** are renegotiated accordingly, the laws of the state of Kentucky shall supersede any provision of this **Article XVI** that is inconsistent with Kentucky state law.

16.25 Abandonments, Sales or Dispositions. CBT shall notify CLEC of the proposed abandonment, sale, or other intended disposition of any Structure.

ARTICLE XVII SERVICE PERFORMANCE RECORDS

CBT will keep activity records concerning the Interconnection Performance Benchmarks, Network Element Performance Benchmarks and Resale Performance Benchmarks criteria listed in **Schedules 3.7, 9.10 and 10.9**.

ARTICLE XVIII IMPLEMENTATION TEAM

The Parties hereby agree to the formation of an Implementation Team which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and, developing appropriate standards by which to evaluate the quality and timeliness of performance. Within thirty, (30) days of the execution of

this Agreement, each Party shall designate, in writing, no more than three (3) persons to be permanent members of this Implementation Team provided that either Party may include, in Team meetings or Team activities, such technical specialists or other persons as may be reasonably required to address a specific task, matter or subject. Each Party shall give its representatives on the Implementation Team direct access to those persons who have authority to make decisions on behalf of such Party and bind such Party, provided, however, where decisions must be escalated from the Implementation Team for resolution, such escalation shall occur within five (5) days. Within sixty (60) days from the execution of this Agreement, the Parties shall have conducted the first Team meeting and identified a schedule and procedures for the purpose of satisfying the objectives of this **Article XVIII**. Such procedures shall include the process by which issues shall be resolved by the Team. The Parties understand and agree that it is not possible, as of the date this Agreement is executed, to list or define all the needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement. It is the specific intent of the Parties that the Team created by this **Article XVIII** shall provide the flexibility that shall be required to allow this Agreement to dynamically adapt the relationship of the Parties as circumstances warrant or as otherwise required.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule. Each of CBT and CLEC shall use its best efforts to comply with the Implementation Schedule.

19.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees (“**Applicable Laws**”) (not subject to an effective stay) that relate to its obligations under this Agreement.

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

19.4 Environmental Hazards. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. “**Hazardous Substances**” includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections necessary for traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date, and every January and July thereafter during the term of this Agreement, each Party shall provide the other Party with a rolling, eighteen (18) calendar-month binding forecast of its traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Any underforecast by CLEC that is off by more than twenty percent (20%) will be considered a "Delaying Event". In the event of an overforecast by CLEC that is off by more than twenty percent (20%), and if CBT can demonstrate excess capacity it has placed in its network because of CLEC's overforecast, CBT shall be entitled to pursue a claim against CLEC for its losses resulting from such excess capacity. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.2** shall be deemed "**Proprietary Information**" under **Article XX**.

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

19.7 Traffic Management and Network Harm.

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

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

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

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from

using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

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

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement. In the event of a labor dispute and to the extent permitted by Applicable Law, a Party shall attempt to minimize impairment of service to the other Party, but in any event, to the extent a given service is affected by a labor dispute, CBT shall treat all Customers of such service, including itself, its subsidiaries and affiliates, equally.

19.10 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

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

19.14 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.15 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

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

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

CBT will provide CLEC with a listing, and any future updates to:

- 1) Switch Network ID Information;
- 2) Local calling area data.

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

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 "**Proprietary Information**" means:

- (a) all proprietary or confidential information of a Party or its affiliates (a "**Disclosing Party**") including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation, including any and all information subject to any intellectual property rights of such Party, that is furnished or made available or otherwise disclosed to the other Party pursuant to this Agreement ("Receiving Party") and, if written, is marked "**Confidential**" or "**Proprietary**" or by other similar notice or if oral or visual, is identified as "**Confidential**" or "**Proprietary**" at the time of disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations, programs, or other documents or works prepared by or on behalf of any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above (such portions of such notes, analyses, etc. referred to herein as "**Derivative Information**").

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "**confidential**", "**proprietary**", or other similar designation, but the failure to mark or otherwise designate any information described in this **Section 20.1** as confidential or proprietary shall not affect its status as Proprietary Information. Provided, however, that the Receiving Party shall have no liability for disclosure of Proprietary Information prior to receiving notice that information which should be marked pursuant to **Section 20.1.2** and that is not so marked as Proprietary Information. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable. If the Receiving Party disputes the designation of information as Proprietary Information, it may challenge such designation in any relevant proceeding, provided,

that until a decision is rendered by a court or the Commission that such information is not Proprietary Information, the Receiving Party shall continue to treat such information as Proprietary Information.

20.1.3 Notwithstanding the requirements of this **Article XX**, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information (“CPNI”) of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed “**Proprietary Information**” of that Party. A Party may only use CPNI consistent with the Act and the appropriate authorization from the Customer.

20.2 Disclosure and Use.

20.2.1 Each Receiving Party agrees that, from and after the Effective Date:

- (a) all such Proprietary Information communicated or discovered, whether before, on or after the Effective Date, in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided, that such Receiving Party shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, contractors, consultants, agents or affiliates to disclose such Proprietary Information to any other third person;
- (c) it will disclose Proprietary Information only to those of its employees, contractors, consultants, agents and affiliates who have a need for it in connection with the use or provision of services required to fulfill this Agreement;
- (d) it will, and will cause each of its employees, contractors, consultants, agents and affiliates to use such Proprietary Information only to effectuate the terms and conditions of this Agreement and for no other purpose;
- (e) it will cause each of its affiliates to execute individual confidentiality agreements containing the same restrictions as this **Article XX**; and
- (f) it will, and will cause each of its employees, contractors, consultants, agents and affiliates, to use such Proprietary Information to create only that Derivative Information necessary for such Receiving Party's compliance with Applicable Law or its performance under the terms of this Agreement.

20.2.2 Any Receiving Party so disclosing Proprietary Information to its employees, contractors, consultants, agents or affiliates shall be responsible for any breach of this Agreement by any of its employees, contractors, consultants, agents or affiliates and such Receiving Party agrees to use its reasonable efforts to restrain its employees, contractors, consultants, agents or affiliates from

any prohibited or unauthorized disclosure or use of the Proprietary Information and to assist the Disclosing Party in its efforts to protect such information from disclosure. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of **Section 20.3** and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

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

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has used all commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with this **Article XX**.

20.2.5 Except as expressly provided, nothing in this **Article XX** shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including Section 222 of the Act.

20.3 Government Disclosure.

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in **Section 20.1.2**.

20.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this **Section 20.3** with respect to all or part of such requirement.

20.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this **Section 20.3**. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.4 Ownership.

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

20.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or, with the written consent of the Disclosing Party, destroy Proprietary Information.

20.4.4 If destroyed, all copies shall be destroyed and, upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

20.5 Equitable Relief. Each Party agrees that any breach by either Party or any of its Representatives of any provisions of this **Article XX** will cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance to enforce such provisions. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity. Each Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration, approval or appeal of this Agreement. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in **Section 20.1.2**.

ARTICLE XXI TERM AND TERMINATION

21.1 Term. The initial term of this Agreement shall be two (2) years (the “**Initial Term**”) which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a “**Renewal Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term; provided, however, that this Agreement shall continue in full force and effect until it is replaced by a superseding agreement or terminated at the end of the Transition Period as set forth in **Section 21.4** below.

21.2 Renegotiation of Certain Terms.

21.2.1 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within sixty (60) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

21.2.2 If this Agreement is renewed past the Initial Term, the wholesale discounts as set forth in the Pricing Schedule shall be subject to review and adjustment by the Commission upon the expiration of the Initial Term of this Agreement, unless the Parties are able to satisfactorily negotiate resale discounts to be applied during the Renewal Term(s). The Parties agree that the resale discount ultimately ordered by the Commission or negotiated by the Parties shall be retroactive to the expiration date of the Initial Term.

21.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

21.4 Transitional Support.

21.4.1 In the event of the termination or expiration of this Agreement for any reason, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement (“**Transition Date**”), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.4.2 Each Party agrees (i) to furnish services during a period for up to two hundred (200) days (or such longer period as may be agreed by the Parties) after the Transition Date (“**Transition Period**”) on terms and conditions and at charges that are the same as those in effect upon the Transition Date, and (ii) to enter into an agreement with the other Party for a transition plan that specifies the nature, extent, and schedule of the services to be provided during such Transition Period. During the Transition Period, CBT and CLEC will cooperate in good faith to effect an orderly transition of service under this Agreement. CBT and CLEC agree to exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition.

21.5 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses incurred or accrued prior to such expiration or termination, provided that such Party would be entitled to recover for such services or expenses under the provisions of this Agreement.

ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXIII CANCELLATION CHARGES

Except as set forth in this Agreement cancellation charges shall not be imposed upon, or payable by, either Party. However, if services are provided under a tariffed volume or term discount, then the applicable tariff termination liability shall apply.

ARTICLE XXIV SEVERABILITY

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

24.2 Non-Contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

ARTICLE XXV INDEMNIFICATION

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

- (a) any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct or breach of a material term of this Agreement (“**Fault**”) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract; and provided, however, that, in cases where the Loss to the third person is caused in part by the Fault of the Indemnified Party, its employees, agents or subcontractors, the indemnity obligation shall be limited to the Indemnifying Party’s proportionate Fault (it being specifically contemplated that in cases where each Party bears some degree of Fault, each Party is responsible for indemnifying the other with respect to the same Loss as to its proportionate Fault);

- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (“**Claims**”), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's communications;
- (c) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (“**CALEA**”) and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

25.2 Intellectual Property Rights and Indemnification.

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

25.3 Environmental Contamination. Neither Party shall in any event be liable to the other Party for any costs whatsoever resulting from the presence or release of any environmental hazard such Party did not cause or contribute to causing. Each Party shall, at the other Party's request, indemnify, defend, and hold harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that such Party, its contractors or agents caused in the work locations or (ii) the presence or release of any environmental hazard for which such Party is responsible under Applicable Law. In the event both Parties contribute to such environmental hazard, they shall each proportionately bear such liability.

25.4 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXV, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to

take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Article XX.

ARTICLE XXVI LIMITATION OF LIABILITY

26.1 Limited Responsibility.

26.1.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its affiliates, authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, the other Party's affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an affiliate) providing a portion of a service, unless such Telecommunications Carrier is an authorized agent, subcontractor, or other retained by the party providing the service.

26.1.2 CBT shall not be responsible for mistakes that appear in CBT's listings, 9-1-1 and information databases or for incorrect referrals of customers to CLEC for any ongoing CLEC services, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, CLEC shall indemnify and hold CBT harmless from any and all Losses incurred on account thereof by third parties (including CLEC's Customers or employees). Notwithstanding anything to the contrary contained herein, CBT's liability to CLEC and any third party for a claim or loss with respect to the provision of 9-1-1 Service shall be limited to the maximum extent permitted by Kentucky.

26.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's affiliates, agents, contractors or other persons acting in concert with it.

26.3 Damages. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "**Consequential Damages**"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Article XXV to indemnify, defend and hold the other Party harmless against any amounts payable to a third party.

26.4 Remedies.

26.4.1 The obligations of and the services offered by each Party under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, a Party may sue in equity for specific performance.

26.4.2 In the event CBT fails to switch a subscriber to CLEC service as requested through an CLEC service request, within the intervals agreed upon by the Parties, or in the event CLEC directs CBT to switch a subscriber without valid Customer authorization to do so, the continued provision of Telecommunications Services to such subscriber by the incorrect Party shall be deemed an improper change in subscriber carrier selection, commencing with the time at which CBT failed to switch such subscriber or CLEC improperly directed such change, as the case may be. In such event, the unauthorized carrier Party shall reimburse the other Party in an amount equal to all charges due and owing by such subscriber for services provided from the time of such improper change in carrier selection to the time at which the correct selection is accomplished by CBT or within the agreed upon interval from the time proper direction by CLEC is provided to CBT, as the case may be.

26.4.3 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. Notwithstanding the foregoing, however, the Parties agree that the credits for performance standards failures contained in Section 17 are intended to act as liquidated damages and, if elected by CLEC, shall be deemed the exclusive remedy to compensate CLEC for CBT's failure to meet the particular performance standards at issue.

ARTICLE XXVII BILLING

27.1 Billing.

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

27.1.2 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

27.1.3 CBT shall attempt to comply with OBF standards in its CRIS and CABS billing format.

27.1.4 CBT will assign a unique billing codes as agreed upon by the Implementation Team.

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

27.3 Payment of Charges. Subject to the terms of this Agreement, a Party shall pay the other Party (“**Billing Party**”) all undisputed amounts on or before the date (“**Bill Due Date**”) which is thirty-one (31) calendar days after the bill date or by the next bill date, whichever is shortest. If the Bill Due Date is on a day other than a Business Day, payment will be due and the Bill Due Date shall be the next following Business Day. Payments shall be made in U.S. Dollars (i) via electronic funds transfer (“**EFT**”) with immediately available funds to the other Party’s bank account or (ii) in order to accommodate CLEC's existing payment arrangements with CBT and established credit rating, by check. To the extent that a Party (the “**Paying Party**”) pays via EFT, within thirty (30) days of the Effective Date, the other Party shall provide the Paying Party the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, the other Party shall provide the Paying Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

27.4 Late Payment Charges. Except for Disputed Amounts, if a Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by a Party after the Bill Due Date, or if payment is not made by check that is currently dated and drawn on an account with sufficient available funds, then a late payment charge may be assessed as provided in **Section 27.8**.

27.5 Failure to Pay. If a Party fails to pay an undisputed amount, in addition to exercising any other rights or remedies it may have under Applicable Law, the Billing Party may stop processing the Nonpaying Party’s orders for services and unbundled network elements until such date that such undisputed amounts have been received by the Billing Party in immediately available funds.

27.6 Termination for Nonpayment Failure to pay all amounts due that are not Disputed Amounts, including late payment charges, within thirty (30) days of the Bill Due Date for such charges is a material violation of this agreement. The Agreement may be terminated by the Billing Party under the following conditions:

- (a) The Billing Party must provide written notice to the Nonpaying Party, with a copy to the Commission, of the amounts owed the Billing Party and that disconnection of service will occur if prompt payment of the undisputed past due balance is not paid within thirty (30) days of such notice.
- (b) If the Nonpaying Party fails to pay the amounts due that are not Disputed Amounts within 30 days of notification by the Billing Party, the Billing Party may terminate this Agreement and service to the Nonpaying Party.
- (c) In the event this Agreement is terminated for nonpayment, the Billing Party shall be entitled to payment of all amounts due from the Nonpaying Party in accordance with **Section 21.5**.

27.7 Adjustments.

27.7.1 As provided in this Agreement, a Party shall promptly reimburse (if paid) or credit (if invoiced, but not paid) the other Party for any charges that should not have been billed to the other Party as provided in this Agreement along with accrued interest on any reimbursed amounts as provided in **Section 27.8**. Such reimbursements or credits shall be set forth in the appropriate section of the invoice.

27.7.2 As provided in this Agreement, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (“**Underbilled Charges**”); provided, however that, except as provided in **Article XXVIII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than ninety (90) days prior to the date that the Billing Party transmits a bill for any Underbilled Charges. For purposes of charges received from another entity, they are deemed incurred when received by CBT but must be billed within 45 days from such date..

27.8 Interest on Unpaid or Overbilled Amounts. Except as otherwise provided elsewhere, any undisputed amounts not paid when due or any amounts paid that were paid as a result of a billing error, as the case may be, shall accrue interest from the date such amounts were due or received, as the case may be, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily for the number of days from the Bill Due Date or date such overpayment was received until the date that payment or reimbursement, as the case may be, is actually received by the appropriate Party.

27.9 Single Point of Contact. CBT shall provide to CLEC a single point of contact, CBT’s LEC-C, for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

ARTICLE XXVIII DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION

28.1 Disputed Amounts.

28.1.1 If any portion of an amount due to a Party (the “**Billing Party**”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “**Non-Paying Party**”) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“**Disputed Amounts**”) and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges provided that such charges were paid. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

Notwithstanding the foregoing, except as provided in **Section 28.2**, a Party shall be entitled to dispute only those charges for which the Date was within the immediately preceding eighteen (18) months of the date on which the other Party received notice of such Disputed Amounts.

28.1.2 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. Late payment charges shall be assessed as set forth in **Section 27.8**.

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

28.1.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 28.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded, plus applicable late fees, to be paid to either Party.

28.1.5 The Parties agree that all negotiations pursuant to this **Section 28.1** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.2 Audit Rights.

28.2.1 As used herein “**Audit**” shall mean a comprehensive review of services performed under this Agreement; “**Examination**” shall mean an inquiry into a specific element of or process related to services performed under this Agreement. Subject to the restrictions set forth in **Article XX**, a Party (“**Auditing Party**”) may audit the other Party's (“**Audited Party**”) books, records, data and other documents, as provided herein, one (1) time each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the Audit shall be limited to the (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. Unless otherwise agreed upon by the Parties in writing, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and 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.

28.2.2 Upon thirty (30) days written notice by CLEC to CBT, CLEC shall have the right through its authorized representative to conduct an Examination, during Normal Business Hours, of CBT records, accounts and processes which contain information related to the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the parties shall reasonably agree upon the scope of the Examination, the documents and processes to be reviewed, and the time, place and manner in which the Examination shall be performed. CBT agrees to provide support, including appropriate access to and use of CBT's facilities (e.g., conference rooms, telephones, copying machines and washrooms).

28.2.3 Except as set forth in **Section 28.2.1**, each Party shall bear its own expenses in connection with the conduct of any Audit or Examination. The reasonable cost of special data extractions required by CLEC to conduct the Audit or Examination will be paid for by CLEC. For purposes of this **Section 28.1**, a “**Special Data Extraction**” shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. 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 independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the raw data of the other Party, but shall rely upon summaries or redacted documents provided by the independent auditor. 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.

28.2.4 If any Audit or Examination confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including refunding 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, the amount shall be with interest at the lesser of one and one-half percent (1½%) per month and 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 received, 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 CBT to CLEC within ten (10) months of the date such usage was incurred.

28.2.5 Any Disputes concerning audit results shall be referred to the Parties' designated personnel responsible for informal resolution. 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 independent auditor acceptable to both Parties, subject to the requirements set out in **Section 28.2.1**. 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 in **Section 28.3**.

28.2.6 This **Section 28.2** shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

28.3 Dispute Escalation and Resolution.

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “**Dispute**”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 28.3**.

28.3.1 In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. The Parties shall attempt in good faith to address any default or resolve any Dispute by applying the appropriate rules, guidelines or regulations of the Commission. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, or if a Party fails to appoint a designated representative within said thirty (30) days, a Party or the other Party, as appropriate, may pursue all available remedies in the event there is no satisfactory resolution pursuant to this **Section 28.3.1**.

28.3.2 The Parties agree that any Dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve as set forth in Section 28.3.1, may be submitted to the Commission for resolution by complaint case. The Parties agree to seek expedited resolution by the Commission, and, unless otherwise agreed, shall seek such resolution no later than sixty (60) days from the date of submission of such dispute to the Parties' designated representatives. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of all fees and expenses so incurred. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement, unless otherwise ordered by the Commission. A Party may pursue any available remedies in the event there is no satisfactory resolution pursuant to this **Section 28.3.2**.

28.3.3 In no event shall the Parties permit the pending of a Dispute or other proceeding to disrupt service to any CLEC Customer or CBT Customer.

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

ARTICLE XXIX REGULATORY APPROVAL

29.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party specifically reserves its right to judicial

review of this Agreement under Section 252(e)(6) of the Act, or any other available remedy at law or equity. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and any provisions that would be materially affected by deletion of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act, including challenging the validity of any portion of the Act or an FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or the application by CBT for suspension or modification of portions of the Act or rules pursuant to Section 251(f)(2) of the Act. In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act, the Parties shall negotiate as necessary to incorporate the applicable terms and conditions of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of into this Agreement.

29.2 Tariffs. If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to the other Party), such Party shall take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted. Nothing in this **Section 29.2** shall be construed to grant a Party any right to review any tariff filing of the other Party other than as provided under Applicable Law.

29.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment to the Act, or any effective legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185, and CS Docket No. 96-166, or any applicable Commission rule, Local Service Guideline, order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "**Amendment to the Act**"), either Party may, by providing written notice to the other Party require that any provision that would be materially affected by the Amendment to the Act be renegotiated in good faith and this Agreement be amended accordingly to reflect each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

29.4 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty

(30) days written notice to the other Party (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

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

ARTICLE XXX REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from CBT to CLEC, or from CLEC to CBT, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (“**Referral Announcement**”) on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for ninety (90) days for all customers. However, if either Party provides Referral Announcements for a period longer than the above period when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. Business customers will receive referral service for main listed telephone numbers. Additional numbers can be referred at an additional charge.

ARTICLE XXXI MISCELLANEOUS

31.1 Authorization.

31.1.1 Cincinnati Bell Telephone Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

31.1.2 CLEC Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC Company represents and warrants to CBT that it has been certified as a LEC by the Commission and is authorized to provide, within the areas where it intends to provide services pursuant to this Agreement in the State of Kentucky, the services it has contracted to provide herein.

31.2 Designation of Affiliate.

31.2.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the affiliate shall become a co-obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its

obligations as primary obligor hereunder. Any Party which elects to perform its obligations through an affiliate shall cause its affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an affiliate, such Party has the authority to cause such affiliate to perform such obligation and such affiliate will have the resources required to accomplish the delegated performance.

31.2.2 All of the benefits to be provided hereunder for CBT or CLEC, as the case may be, will be provided to that Party's affiliates if and to the extent that a Party desires to conduct all or part of its respective business operations contemplated hereunder through affiliates.

31.3 Subcontracting. Except as provided in **Section 12.9**, either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors.

31.4 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

31.5 Force Majeure. Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement (other than obligations to make money payments, reimbursements or issue credits) resulting from any cause beyond the reasonable control of such Party, including acts of nature, acts of God, acts of civil or military authority, any law, order, regulation or ordinance of any government or legal body, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, or unusually severe weather. 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 and/or be excused from such performance (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations related 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. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay and by a reasonable amount of time required to reconstruct network infrastructure or of the components thereof. Upon the elimination of the delaying condition and to the extent the delaying condition was equally applicable to its own operations, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CBT caused by the force majeure event, CBT agrees to

resume performance in a nondiscriminatory manner, and CBT agrees not to favor its own restoration of Telecommunications Services above that of CLEC.

31.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Kentucky shall govern, without reference to its conflict of law provisions.

31.7 Taxes.

31.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

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

31.8 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an affiliate in accordance with Section 31.2 by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. No assignment or delegation hereof should relieve the assignor of its obligation under this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

31.9 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 shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Failure of

either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a general waiver or relinquishment of such term, condition, right or privilege.

31.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy, with a confirmation copy sent by a method described in (a), (b) or (c) of this **Section 31.10**, to the following addresses of the Parties:

To CLEC:

Aero Communications, LLC
1301 Broadway, Suite 126
Paducah, Kentucky 42001
Attn: Todd Heinrich
Facsimile: 270-575-0672

To CBT:

Cincinnati Bell Telephone Company
201 E. Fourth Street, 121-575
Cincinnati, Ohio 45202
Attn: Vice President & General Manager - Carrier Services
Facsimile: (513) 241-8735

with a copy to:

Cincinnati Bell Telephone Company
201 E. Fourth Street, 102-715
Cincinnati, Ohio 45201-2301
Attn: Vice President & General Counsel
Facsimile: (513) 397-9557

or to such other address as either Party shall designate by proper notice. Actual notice will be required in order to commence any time periods in this Agreement which require notice to the other Party.

31.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other materials without such Party's prior written consent, except as permitted by Applicable Law. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

31.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing to or purchasing services from any other person nor does it obligate either Party to purchase any services from the other Party.

31.13 Section 252(i) Obligations.

31.13.1 The Parties shall comply with their respective obligations under Section 252(i) of the Act.

31.14 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute one Party as the legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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

31.16 Survival. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXIII, XXV and XXVI and Sections 3.8.4, 6.5, 10.11.3, 12.5, 16.16, 16.18, 28.1, 28.2, 28.3, 31.7, 31.11 and 31.14.

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

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

31.19 Reservation of Rights. The Parties acknowledge that certain terms of this Agreement were established by order of the Commission. The terms of this Agreement may be altered or abrogated by a successful challenge instituted under applicable law before or after the Agreement has been approved pursuant to 47 U.S.C. §252(e)(1) or has been deemed approved by operation of law pursuant to 47 U.S.C. §252(e)(4). By signing this Agreement, a Party does not waive its right to pursue such a challenge.

31.20 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariff provisions referenced herein and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement

between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2005.

AERO COMMUNICATIONS, LLC

CINCINNATI BELL TELEPHONE
COMPANY LLC

By: _____

By: _____

Printed: Todd Heinrich

Printed: Susan J. Maggard

Title: President

Title: Vice President & General Manager -
Carrier Services

SCHEDULE 1.2

DEFINITIONS

“**9-1-1**” means the services described in Section 3.8.

“**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.

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

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

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

“**Advanced Intelligent Network**” or “**AIN**” is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.

“**Affiliate**” is as defined by the Act.

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

“**Applicable Laws**” is as defined in Section 19.2.

“**As Defined in the Act**” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“**As Described in the Act**” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

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

“**Automatic Number Identification**” or “**ANI**” means a multifrequency or CCS7 Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to E9-1-1, “**ANI**” means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display.

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

“**Bellcore**” means Bell Communications Research, Inc.

“**Bill Date**” means the date that a bill is issued by a Party.

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

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

“**Business Day**” means Monday through Friday excluding the following holidays: New Years Day (or closest weekday), President’s Day, Good Friday, Memorial Day, Independence Day (or closest weekday), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (or closest weekday).

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

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

“**Carrier of Record**” is as defined in Section 10.11.3.

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

“**CCS**” means one hundred (100) call seconds.

“**Central Office Switch**” means a switch used to provide Telecommunications Services, including:

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

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

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

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

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

“CLEC Directory Customer” is as defined in **Section 15.1.**

“COBO” is as defined in **Section 12.12.4.5.**

“Collocation” is As Described in the Act.

“Combination” is as defined in **Section 9.3.**

“Commercial Mobile Radio Service” or **“CMRS”** is As Defined in the Act.

“Commingling” means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from CBT, or the combining of an unbundled network element, or a combination of unbundled network elements, with one or more such facilities or services. Commingling means the act of commingling.

“Commission” or **“KPSC”** means the Kentucky Public Service Commission.

“Common Channel Interoffice Signaling” or **“CCIS”** means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System 7 (SS7).

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).

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

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

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

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

“**Customer**” means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

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

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

“**Customer Proprietary Network Information**” or “**CPNI**” is As Defined in the Act.

“**Customer Usage Data**” is as defined in Section 10.16.1.

“**Dark Fiber**” is defined as unused fiber through which no light is transmitted, or installed fiber optic cable not carrying a signal. It is “dark” because it is sold without light communications transmission. The carrier leasing the fiber is expected to put its own electronics and signals on the fiber and make it “light”.

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

“**Delaying Event**” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor; (b)

any underforecast by CLEC for Network Elements or Interconnection trunks that is off by more than twenty percent (20%) or (c) any Force Majeure Event.

“**Delivery Date**” is as defined in Sections 12.12.5 and 12.14.3.

“**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.

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

“**Dialing Parity**” is As Defined in the Act.

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

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

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

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

“**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.

“**Directory Listings**” refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.

“**Disclosing Party**” is as defined in Section 20.1.1.

“**Dispute**” is as defined in Section 28.3

“**Disputed Amounts**” is as defined in Section 28.1.1.

“**Documentation of Authorization**” is as defined in **Schedule 10.11.1**.

“**Emergency Services**” mean police, fire, ambulance, rescue and medical services.

“**Enhanced Extended Link**” or “**EEL**” is defined as combinations of loop and transport unbundled network elements.

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

“**equal in quality**” is as defined in **Section 3.5**.

“**Exchange Access**” is As Defined in the Act.

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

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

“**FCC**” means the Federal Communications Commission.

“**Fiber-Based Collocator**” means any carrier, unaffiliated with CBT, that maintains a collocation arrangement in a CBT 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 CBT wire center premises; and (3) is owned by a party other than the CBT or any affiliate of CBT, except as set forth in this paragraph. Dark fiber obtained from CBT on an indefeasible right of use basis shall be treated as non-incumbent LEC 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.

“**Fiber-Meet**” means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

“**Force Majeure Event**” is as defined in **Section 31.5**.

“**Grandfathered Services**” is as defined in **Section 10.3.1**.

“**Hazardous Substances**” is as defined in **Section 19.4**.

“**HDSL**” or “**High-Bit Rate Digital Subscriber Line**” means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1

Quaternary (“**2B1Q**”), Carrierless AM/PM, Discrete Multitone (“**DMT**”), or 3 Binary / 1 Octal (“**3B1O**”).

“**High Frequency Portion of the Loop**” or (“**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.

“**Implementation Team**” is as defined in **ARTICLE XVIII**.

“**Incumbent Local Exchange Carrier**” or “**ILEC**” is As Defined in the Act.

“**Information Access Traffic**” is defined in FCC’s Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, Paragraph 44, released on April 27, 2001 and includes exchange services used for Information Access Traffic.

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

“**Initial Billing Company**” or “**IBC**” means the Local Exchange Carrier which provides the Feature Group B or D services in a Switching Center. For purposes of this Agreement, CLEC is the IBC.

“**Initial Term**” is as defined in **Section 21.1**.

“**Inside Wire**” means all loop plant owned by CBT on end-user customer premises as far as the point of demarcation, including the loop plant near the end-user customer premises.

“**Insufficient Capacity**” is as defined in **Section 16.1.2**

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

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

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

“**Interconnection**” is As Defined in the Act.

“**Interconnection Activation Date**” is as defined in **Section 2.1**.

“**Interconnection Point**” is as defined in Section 3.2.2.

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

“**InterLATA**” is As Defined in the Act.

“**IntraLATA Toll Traffic**” means all IntraLATA calls other than Local Traffic and ISP traffic.

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

“**Line Conditioning**” means the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such services include but are not limited to, bridge taps, low pass filters, and range extenders.

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

“**Listing Update(s)**” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to CLEC without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from CLEC to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

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

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

“**Local Interconnection Trunks/Trunk Groups**” means equipment and facilities that provide for the termination of Local Traffic, Information Access Traffic and IntraLATA Toll traffic.

“**Local Loop**” or “**Loop**” is defined as a transmission facility between a distribution frame (or its equivalent) in CBT’s central office and the loop demarcation point at an end-user

customer premises, including inside wire owned by CBT. The local loop network element includes all features, functions, and capabilities of such transmission facility, including the Network Interface Device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by CBT that is part of that transmission path.

“Local Number Portability” or **“LNP”** means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

“Local Traffic” means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access or exchange services for such access; or (2) telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. § 24.202(a).

“Logical Trunk Group” means the total group or groups of individual interconnection trunks which deliver traffic from one Central Office Switch/Switching Center to another.

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

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

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

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

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

“Mobile Wireless Service” means any mobile wireless telecommunications service, including any commercial mobile radio service.

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

“**Network Element**” is As Defined in the Act.

“**Network Interface Device**” or “**NID**” network element is defined as any means of interconnection of end-user customer premises wiring to CBT’s distribution plant, such as a cross connect device used for that purpose. This includes all features, functions and capabilities of the facilities used to connect the loop to the premises wiring, regardless of the particular design of the NID mechanism.

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

A “**Non-qualifying Service**” is a service that is not a Qualifying Service.

“**Normal Business Hours**” means 8:00 a.m. to 5:00 p.m., EST/EDT on Business Days.

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

“**Number Portability**” is As Defined in the Act.

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

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

“**Occupancy Date**” is as defined in **Section 12.12.10**.

“**Optical Line Terminating Multiplexer**” or “**OLTM**” is as defined in **Section 3.3**.

“**Party**” means either CBT or CLEC, and “**Parties**” means CBT and CLEC.

“**Percent Local Usage**” or “**PLU**” means a calculation representing the ratio of the minutes of Local Traffic and Information Access Traffic to the sum of the minutes of Local Traffic and Information Access Traffic plus the minutes of IntraLata Toll Traffic sent over Local Interconnection Trunks. PLU does not include directory assistance, BLV/BLVI Traffic, Information Service Traffic, Transit Calls and Exchange Access calls.

“**Physical Collocation**” is as defined in the Act.

“**PIC**” means primary Interexchange Carrier.

“**Premises**” is As Defined in the Act.

“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.

“Primary Listing” means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Customer entitled to a single primary listing.

“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.”

“Proprietary Information” is as defined in **Section 20.1.1**.

“Public Safety Answering Point” or **“PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Publisher” means CBT's White Pages Directories publisher.

“Qualifying Service” means a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.

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

“Receiving Party” is as defined in **Section 20.1.1**.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in **Article XXX**.

“Renewal Term” is as defined in **Section 21.1**.

“**Resale Listing(s)**” means a list containing the names, the telephone numbers, addresses and zip codes of Customers of CLEC within the defined geographic area, except to the extent such Customers of CLEC have requested not to be listed in a directory.

“**Resale Services**” is as defined in Section 10.3.

“**Resale Tariff**” is as defined in Section 10.11.2.

“**Routing Point**” means a location which an LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the “**RP Practice**”), the Routing Point (referred to as the “**Rating Point**” in such RP Practice) may be an End Office Switch location, or a “**LEC Consortium Point of Interconnection.**” Pursuant to such RP Practice, each “**LEC Consortium Point of Interconnection**” shall be designated by a common language location identifier (CLLI) code with (x)MD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

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

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

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

“**Service Line**” means a telecommunications link from the Central Office terminating at the PSAP.

“**Shared Tenant Service Agreement**” means the provision of centralized Telecommunications Services to tenants within the same building or a complex of buildings.

“**Signaling End Point**” or “**SEP**” means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

“**Signal Transfer Point**” or “**STP**” is As Defined in the Act.

“**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 a network element defined as any portion of the loop that is technically feasible to access at terminals in CBT’s outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder distribution interface. Access to the subloop is subject to the Commission’s collocation rules at §§ 51.321-323.

“**Subsequent Billing Company**” or “**SBC**” means the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, CBT is initially the SBC.

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

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

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

“**Switching Center**” serves as a Routing Point for Switched Exchange Access and Interconnection Access Service.

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

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

“**Technically Feasible Point**” is As Described in the Act.

“**Telecommunications**” is As Defined in the Act.

“**Telecommunications Act**” means the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

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

“**Telecommunications Carrier**” is As Defined in the Act.

“**Telecommunications Service**” is As Defined in the Act.

“**Telephone Exchange Service**” is As Defined in the Act.

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

“**Telephone Toll Service**” is As Defined in the Act.

The “**Triennial Review Order**” or “**TRO**” means the Federal Communication Commission’s Report and Order and Order on Remand and Further Notice of Proposed Rulemaking in CC Docket Nos. 01-338, 96-98, and 98-147, adopted February 20, 2003, released August 21, 2003 and effective October 2, 2003.

The “Triennial Review Remand Order” means the Commission’s Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

“**Unauthorized Switching**” is as defined in **Section 10.11.2**.

“**Virtual Collocation**” is As Defined in the Act.

“**Wholesale Resale Services**” is as defined in Section 10.1.

“**Wire Center**” means the Premises of a Party at which all Customer Loops within a defined geographic area are converged. Such Loops may be served by one (1) or more Central

Office Switches within such Premises. The Wire Center serves as a Routing Point for Switched Exchange Access Service.

“**Withdrawn Services**” is as defined in **Section 10.3.2**. In CBT terminology, Withdrawn Services means Grandfathered and Scheduled to be Withdrawn.

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

SCHEDULE 2.2

BONA FIDE REQUEST PROCESS

1. Any request for Interconnection, services or access to any Network Element(s) that is not already available as described herein shall be treated as a Request under this Schedule.
2. CBT shall use this Schedule to determine technical feasibility of the requested Interconnection, services or Network Element(s) and, for those items that are technically feasible, to provide the terms and timetable for providing the requested items.
3. A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested service, network element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection, service or network element will be used to provide a telecommunications service; (d) the quantity requested; and (e) the location(s) requested.
4. Within three (3) Business Days of receipt of Request, CBT shall acknowledge its receipt and shall have completed its review of the Request for initial compliance with **Section 3** above. In its written acknowledgment, CBT shall advise CLEC of any missing information reasonably required in order for CBT to complete its preliminary analysis of the Request described in **Section 5** below.
5. Unless otherwise agreed to in writing by the Parties, within fifteen (15) Business Days of its receipt of the Request, CBT shall provide CLEC a preliminary analysis of the Request. The preliminary analysis shall specify whether or not the requested interconnection, service or network element described in the Request is technically feasible and whether or not CBT believes it is required to provide such Request pursuant to the Telecommunications Act of 1996. Such preliminary analysis shall be in writing and set forth the basis for CBT's conclusions.
6. Unless otherwise agreed to by the Parties, as soon as feasible, but not more than thirty (30) days after CBT notifies CLEC that the Request is technically feasible, CBT shall provide CLEC a firm price quote and availability date for such development (“**Bona Fide Request Quote**”). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements (“Standard BFR Request”), for CBT retail Customers, CBT shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests (“Non-standard BFR Request”), CBT shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) days from the date CBT notifies CLEC that the Request is technically feasible. The Bona Fide Request Quote provided by CBT to CLEC shall include, at CLEC’s option, either (a) the applicable rates (recurring and nonrecurring) of the requested Interconnection, Network Element, Combination or Customized feature, capability or functionality, which rates shall include the reasonable amortized costs of development of such Interconnection, Network Element, Combination or customized feature, capability or functionality or (b) the reasonable costs of development of the Interconnection, Network Element, Combination or customized feature, capability or functionality listed as a

separate charge and the applicable rates (recurring or nonrecurring for such Interconnection, Combination or customized feature, capability or functionality).

7. Within thirty (30) Business Days of its receipt of the Request quote, CLEC must confirm its order, cancel its Request, or seek remedy under the Dispute Resolution section of the Agreement.

8. CBT will utilize information from previously developed BFRs to address similar arrangements in order to attempt to shorten the response times for the currently requested BFR.

9. In the event of a dispute under this Schedule, the Parties agree to seek expedited Commission resolution of the dispute, with a request to the Commission that the Commission resolve any pricing or provisioning dispute within thirty (30) days of CBT's response to CLEC's BFR.

10. CLEC may cancel its bona fide request at any time. However, if CLEC cancels its bona fide request order after it confirms its order, CLEC shall pay the reasonable and demonstrable cost of processing and/or implementing the bona fide request up to the date of cancellation.

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

The technical references listed in this schedule represent practices, procedures, service specifications, and equipment specifications related to various telecommunications services, network elements, and other equipment. This list is not intended to be all inclusive.

Some of the Technical References contained herein represent technical specifications intended for manufacturers and developers of hardware and software related to the Telecommunications Industry. As such, they do not apply directly to CBT.

CBT deploys in its network commercially available hardware and software. CBT makes a reasonable attempt to assure that such hardware and software comply with industry standards but makes no guarantee of compliance.

CBT may not have available all of the options indicated in the references contained herein.

Unbundled Network Elements

Unbundled Loop Transmission

ANSI T1.413-1995 Specifications

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces

ANSI T1E1 Committee Technical report Number 28

Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7

Bellcore TR-TSY-000008 Digital Interface Between the SLC Digital Loop Carrier System and Local Digital Switch, Issue 2, August 1987

Bellcore TR-TSY-000673, Operation System Interface for an IDLC System (LSSGR)

FSD 20-02-2100, Issue 1, September 1989

Bellcore Integrated Digital Loop Carrier System General Requirements, Objectives and Interface, GR 303-CORE, Issue 1, September 1995

Local Switching

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SCHEDULE 3.7

CBT INTERCONNECTION STANDARD INTERVALS

1.0 Interconnection Performance Benchmarks

(A) CBT shall, on a quarterly basis, complete ninety percent (90%) of the eligible trunk orders within the intervals set forth in **Section 2.0** below.

(B) The following types of orders will be excluded from the measurements: (1) at CLEC's request, the interval exceeds the standard interval, (2) after the order is submitted to CBT, it is changed or rescheduled by CLEC, (3) CLEC causes a delay in completing the order, or (4) any other "**Delaying Event**" as defined in the Agreement.

2.0 Trunk Provisioning Intervals

Number of End Office
Trunks Per Order

Interval

1-48

10 Business Days

49-96

10 Business Days

97 +

Negotiated

New Trunk Groups to Tandem(s)

Negotiated

3.0 Trunking Grade of Service

Blocking Standards

Traffic Type

Measurement

Exchange Access Final Trunk Group Traffic via Tandems

½ of 1% (0.005)

All Other Final Trunk Group Traffic

1% (0.01)

4.0 Trunk Restoral

Type of Outage

Interval

Service Affecting

within 1 hour

Non-Service Affecting

within 24 hours

5.0 Measurement of Blocking Standards shall be on a quarterly basis, using the same methodology required for reporting blocking performance to the Commission.

SCHEDULE 4.7

CONNECTIVITY BILLING AND RECORDING

- 1.0 CBT shall attempt to comply with OBF standards in its CRIS and CABS billing format.
- 2.0 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to CLEC. For all Connectivity Charges billed to CLEC, CBT shall
 - 2.1 indicate the state from which such charges were incurred.
 - 2.2 bill pursuant to this Agreement at the rates set forth in this Agreement.
 - 2.3 bill CLEC for the Connectivity Charges incurred.
 - 2.4 provide a unique BAN and invoice number for capital expenditures associated with CLEC collocation (e.g., costs associated with building the “cage”)
 - 2.5 provide thirteen (13) character alpha/numeric BANS, with only one BAN per state
 - 2.6 provide bills no later than five (5) calendar days from Bill Date.

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from CLEC Customers served from an CLEC Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	CLEC
Local Switching	CLEC
Interconnection Charge	CLEC
Local Transport (Tandem) Termination	50% CBT 50% CLEC
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

- B. Intrastate access - Terminating to or originating from CLEC Customers served from an CLEC Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	CLEC
Local Switching	CLEC
Interconnection Charge	CLEC
Local Transport (Tandem) Termination	50% CBT 50% CLEC
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

SCHEDULE 9.2.1

LOCAL LOOPS

CBT will provide unbundled loops in accordance with the following procedures. Specifications for conditioning, performance, acceptance limits and immediate action limits are listed in **Schedule 2.3** (the “**Technical Reference Schedule**”).

1.0 “Two (2) Wire Analog Voice Grade Loops”

1.1 Two (2) Wire Analog Voice Grade Loops are capable of supporting POTS or POTS-like services utilizing a copper pair or derived analog voice grade channel.

1.2 Two (2) wire Analog Voice Grade Loops must be ordered before additional conditioning options apply. Additional conditioning will be considered incremental in functionality and price to the basic link.

2.0 “Four Wire Analog Voice Grade Loop”

2.1 Four (4) Wire Analog Voice Grade Loops are capable of supporting transmission of voice grade signals using separate transmit and receive paths and terminates in a Four (4)-wire electrical interface at both ends.

3.0 “Two (2) Wire ISDN BRI 160-Kbps Digital Loop”

3.1 Two (2) Wire ISDN BRI Loops are capable of supporting a digital transmission of two (2) 64-Kbps bearer channels and one 16-Kbps data channel (2B+D).

3.2 The loops will be qualified to determine how the Basic two (2) wire Analog VG Link is to be configured to support ISDN BRI services.

4.0 “Four (4) Wire 64-Kbps Digital Loop”

4.1 Four (4) Wire 64-Kbps Digital Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of a 64-Kbps and terminates in a Four (4) Wire electrical interface at both the Customer premises and on the MDF in CBT's Central Office.

5.0 “Four (4) Wire 1.544-Mbps Digital Loop”

5.1 Four (4) Wire 1.544-Mbps Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of 1.544-Mbps and terminates in a Four (4) Wire electrical interface at the Customer premises and on the DSX frame in CBT's Central Office.

5.2 Subject to the cap described in paragraph 5.3, below, CBT shall provide CLEC with nondiscriminatory access to a DS1 loop on an unbundled basis to any building not served by a wire center with at least 60,000 business lines and at least four fiber-based collocators. Once a wire center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

5.3 CLEC may obtain a maximum of ten (10) unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.

6.0 “Two Wire xDSL Compatible Loop”

6.1 Two Wire xDSL Compatible Loops are loops from a customer premises to a CBT Central Office, using all copper facilities from the customer premises to the CBT Central Office. Such Two Wire xDSL Compatible Loops will be provided only where continuous, unfettered copper (*e.g.*, no load coils, no DAMLs, no digital loop carrier systems) is available and may contain bridged taps. Such loops may contain repeaters at CLEC’s sole option and discretion. The parties acknowledge that CLEC may use a variety of xDSL technologies to provision services using a Two Wire xDSL Capable Loop, and that CLEC will, at its sole option and discretion, determine the services it provides to its customers over such a loop.

6.2 CLEC may deploy such technologies over Two Wire xDSL Compatible Loops provided by CBT as do not degrade the performance of other services provided by CBT or other CLECs operating in CBT’s local service area. The Commission shall determine whether a technology degrades the performance of other services.

6.3 CBT shall charge CLEC for Two Wire xDSL Compatible Loops the rate specified in this Agreement for Two (2) Wire Analog Voice Grade Loops plus qualification and conditioning charges until the Commission orders a rate for Two Wire xDSL Compatible Loops, at which point such ordered rates shall apply.

7.0 “Four Wire xDSL Compatible Loop”

7.1 Four Wire xDSL Compatible Loops are loops from a customer premises to a CBT Central Office, using all copper facilities from the customer premises to the CBT Central Office. Such Four Wire xDSL Compatible Loops will be provided only where continuous, unfettered copper (*e.g.*, no load coils, no DAMLs, no digital loop carrier systems) is available and may contain bridged taps. Such loops may contain repeaters at CLEC’s sole option and discretion. The parties acknowledge that CLEC may use a variety of xDSL technologies to provision services using a Four Wire xDSL Capable Loop, and that CLEC will, at its sole option and discretion, determine the services it provides to its customers over such a loop.

7.2 CLEC may deploy such technologies over Four Wire xDSL Compatible Loops provided by CBT as do not degrade the performance of other services provided by CBT or other CLECs operating in CBT's local service area. The Commission shall determine whether a technology degrades the performance of other services.

7.3 CBT shall charge CLEC for Four Wire xDSL Compatible Loops the rate specified in this Agreement for Four (4) Wire Analog Voice Grade Loops plus qualification and conditioning charges until the Commission orders a rate for Four Wire xDSL Compatible Loops, at which point such ordered rates shall apply.

8.0 "DS3 Loop"

8.1 A DS3 Loop provides for the communication path between a customer designated premises and CBT's serving wire center for that premises at a speed of 44.736 Mb/s.

8.2 Subject to the cap described in paragraph 8.3, below, CBT shall provide CLEC with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a wire center with at least 38,000 business lines and at least four fiber-based collocators. Once a wire center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that wire center.

8.3 CLEC may obtain a maximum of two unbundled DS3 loops for any single customer location where DS3 loops are available as unbundled loops.

9.0 Hybrid Loops

A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.1 CBT is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops.

9.2 Broadband services. When CLEC seeks access to a hybrid loop for the provision of broadband services, CBT 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), on an unbundled basis to establish a complete transmission path between CBT's central office and an end user's customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

9.3 Narrowband services. When CLEC seeks access to a hybrid loop for the provision of narrowband services, CBT may either:

(A) Provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using time division multiplexing technology; or

(B) Provide nondiscriminatory access to a spare home-run copper loop serving that customer on an unbundled basis.

10.0 Fiber-to-the-home loops

A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving a residential end user's customer premises.

10.1 New builds. CBT is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an unbundled basis when CBT deploys such a loop to a residential unit that previously has not been served by any loop facility.

10.2 Overbuilds. CBT is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an unbundled basis when CBT has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, Except that:

10.2.1 CBT must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless CBT retires the copper loop pursuant to **Section 10.3** of this Schedule, below.

10.2.2 If CBT maintains the existing copper loop pursuant to **Section 10.2.1** of this Schedule, above, need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case CBT shall restore the copper loop to serviceable condition upon request.

10.2.3 If CBT retires the copper loop pursuant to **Section 10.3** of this Schedule, below, shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.

10.3 Retirement of copper loops or copper subloops. Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, CBT must comply with:

- (A) 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
- (B) Any applicable state requirements.

11.0 Loop Databases

11.1 CBT will provide to CLEC the same access as CBT's retail customer service representatives have to CBT's loop or outside plant electronic databases, to the extent any exist, for CLEC's use in its (i) preordering, and loop qualification, (ii) ordering, (iii) provisioning (iv) maintenance, and repair and (v) billing processes.

11.2 All requests for Two and Four Wire xDSL Compatible Loops will trigger a loop characteristic information process. This loop characteristic information process examines the available loop facilities to the customer premises in question for information about the loop facilities' physical characteristics. The loop characteristic information process shall examine all available loop facilities with the goal of finding a Two Wire or Four Wire xDSL Capable Loop that meets CLEC requirements. Until a mechanized process is in place for obtaining loop characteristic information, if ever, all requests for loop characteristic information shall be submitted to CBT on a manual basis. The qualification charge applies when CBT supplies loop characteristic information to CLEC.

11.3 If the result of the loop characteristic information process indicates that the best available loop meets the parameters for a xDSL Compatible loop, CLEC will be so notified.

11.4 If the results of the loop characteristic process indicate that no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop, CLEC will be so notified.

11.4.1 If no loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop because of the existence of electronics, not including the existence of bridged taps, on the loop and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, upon CLEC's request, remove all such intervening electronics in exchange for payment of the conditioning charge by CLEC and provide such loop to CLEC.

11.4.2 If no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop due to the existence of a digital loop carrier system, CBT shall, at the request of CLEC, roll such loop to existing parallel copper carrying a not copper-dependent service that is then currently in use.

11.4.3 If no loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop because of the existence of load coils on the loop and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, upon CLEC's request, remove all load coils in exchange for payment of the load coil removal charge by CLEC and provide such loop to CLEC.

11.4.4 If no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop due to the existence of bridged taps, and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, at the request of CLEC, remove bridged taps in exchange for payment of the bridged taps removal charge by CLEC and provide such loop to CLEC.

11.4.5 If the results of the loop characteristic process indicate that no loop is less than eighteen (18) kilofeet of 26 gauge equivalent length, CLEC will be so notified. If CLEC still would like to purchase this loop, CBT will provide such a loop.

SCHEDULE 9.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

CBT will offer unbundled access to Network Interface Devices (“NID”). The NID is a Network Element defined as any means of interconnection of end-user customer premises wiring to the incumbent LEC’s distribution plant, such as a cross connect device used for that purpose. This includes all features, functions and capabilities of the facilities used to connect the loop to the premises wiring, regardless of the particular design of the NID mechanism.

Schedule 9.5, Section 3.0, Network Interface Device Capability, provides additional information on NID provisioning, Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

SCHEDULE 9.2.4

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are CBT transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide Telecommunications Services between Wire Centers/Switching Centers owned by CBT or between Switches owned by CBT.

For purposes of this **Schedule 9.2.4**, a route between two points (e.g., wire center or switch “A” and wire center or switch “Z”) may pass through one or more intermediate wire centers or switches (e.g., wire center or switch “X”). Transmission paths between identical end points (e.g., wire center or switch “A” and wire center or switch “Z”) are the same “route,” irrespective of whether they pass through the same intermediate wire centers or switches, if any.

1.0 CBT provides several varieties of unbundled Interoffice Transmission Facilities:

1.1 Unbundled dedicated interoffice transport facility (“**Dedicated Transport**”) is a dedicated facility connecting two CBT Central Office buildings via CBT transmission equipment. In each Central Office building, CLEC will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center, or to other unbundled Network Elements provided by CBT, to the extent the requested combination is technically feasible and is consistent with other standards established by the FCC and the Commission for the combination of unbundled Network Elements. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2 “**Dedicated entrance facility**” is a dedicated facility connecting CBT's transmission equipment in an CBT Central Office with CLEC's transmission equipment in CLEC's Switching Center for the purposes of providing Telecommunications Services. CBT is not required to unbundle dedicated entrance facilities.

1.3 “**Shared Transport**” is defined as transmission facilities shared by more than one carrier, including CBT, between end office switches, between end office switches and tandem switches, and between tandem switches, in CBT's network. Shared Transport consists of CBT inter office transport facilities and is a distinct rate element but cannot be provisioned separate from local or tandem switching.

2.0 CBT shall offer Interoffice Transmission Facilities in each of the following ways:

2.1 As a dedicated transmission path (e.g., DS1 and DS3).

2.2 Shared Transport, as described in Section 1.3 above.

- 2.3 Dark Fiber, defined as optical transmission facilities without attached multiplexing, aggregation or other electronics.
- 3.0 Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):
- 3.1 The transmission path at the requested speed or bit rate.
- 3.2 The following optional features are available, if requested by CLEC, at additional cost:
- 3.2.1 Clear Channel Capability per 1.544-Mbps (“**DS1**”) bit stream;
- 3.2.2 CBT-provided Central Office multiplexing.
- (a) DS3 to DS1 multiplexing; and
- (b) DS1 to Voice/Base Rate/128-, 256-, 384-Kpbs Transport; multiplexing
- 4.0 Technical Requirements. This Section sets forth technical requirements for all Interoffice Transmission Facilities.
- 4.1 When CBT provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1 and DS3) shall be dedicated to CLEC-designated traffic.
- 4.2 CBT shall offer Interoffice Transmission Facilities in DS1 and DS3 transport systems, where available.
- 4.3 For DS1 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“**CI to CO**”) connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.
- 4.4 For DS3 facilities Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“**CI to CO**”) connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.
- 4.5 When requested by CLEC, Interoffice Transmission Facilities shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 4.6 When physical diversity is requested by CLEC, CBT shall provide physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by CLEC).
- 4.7 Any request by CLEC for diversity shall be subject to additional charges.

4.8 CBT shall offer the following interface transmission rates for Interoffice Transmission Facilities:

4.8.1 DS1 (Extended SuperFrame - ESF and D4);

4.8.2 DS3 (C-bit Parity and M13 shall be provided);

4.9 CBT shall permit (when made available as a service) CLEC to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that CBT offers such capabilities to IXCs that purchase transport services. If CLEC requests additional functionality, such request shall be made through the Bona Fide Request process.

5.0 DS1 Requirements

5.1 CBT shall unbundle DS1 transport between any pair CBT wire centers except where, through application of tier classifications described in paragraph 8, below, both wire centers defining the route are Tier 1 wire centers. As such, CBT must unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

5.2 CLEC may obtain a maximum of ten (10) unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

6.0 DS3 Requirements

6.1 CBT shall unbundle DS3 transport between any pair of CBT wire centers except where, through application of tier classifications described in paragraph 8, below, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, CBT must unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

6.2 CLEC may obtain a maximum of 12 unbundled DS3 dedicated transport circuits each route where DS3 dedicated transport is available on an unbundled basis.

6.3 For a 12-month period beginning on the effective date of the Triennial Review Remand Order (March 11, 2005 through March 10, 2006), any DS3 dedicated transport UNE that a CLEC leases from CBT as of that date, but which CBT is not obligated to unbundle pursuant to paragraphs 6.1 or 6.2 of this section, shall be available for lease from CBT at a rate equal to the higher of (1) 115 percent of the rate CLEC paid for the dedicated transport element on June 15, 2004, or (2) 115 percent of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where CBT is not required to provide unbundled DS3 transport pursuant to paragraphs 6.1 or 6.2 of this section, CLEC may not obtain new DS3 transport as unbundled network elements.

7.0 Dark Fiber Requirements

7.1 CBT shall unbundle dark fiber transport between any pair of CBT wire centers except where, through application of tier classifications described in paragraph 8 of this section, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, an incumbent LEC must unbundle dark fiber transport if a wire center on either end of a requested route is a Tier 3 wire center.

8.0 **Wire center tier structure.** For purposes of this Schedule 9.2.4, CBT wire centers shall be classified into three tiers, defined as follows:

- 8.1 Tier 1 wire centers are those CBT wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a wire center is determined to be a Tier 1 wire center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 wire center.
- 8.2 Tier 2 wire centers are CBT wire centers that are not Tier 1 wire centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 wire center, that wire center is not subject to later reclassification as a Tier 3 wire center.
- 8.3 Tier 3 wire centers are those CBT wire centers that do not meet the criteria for Tier 1 or Tier 2 wire centers.

SCHEDULE 9.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 1.0 Pre-Ordering, Ordering and Provisioning. CBT will use the interface described in **Section 10.13.2(a)** necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection and due date selection). However, the Local Service Request (“**LSR**”) interface will be used for the transfer of information concerning the Network Elements and Combinations which CLEC intends to order in a specific Wire Center.
- 2.0 Maintenance and Repair. CBT will use the interface described in **Section 10.13.3(a)** for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).
- 3.0 Billing. CBT will provide appropriate usage data to CLEC to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

SCHEDULE 9.2.7

SUBLOOPS

1.0 Initially CBT will consider all requests for access to subloops on an individual case basis (ICB) due to the wide variety of interconnections available and the lack of standards and provide written response to CLEC covering time intervals, prices and other information based on the “Standard” BFR request process. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

SCHEDULE 9.3.2

COMBINATIONS

1.0 Loop Combination

Unbundled NID
Unbundled Loop

2.0 Loop/Transport Combination #1 (VG Interface) (EEL #1)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

3.0 Loop/Transport Combination #2 (DS1 Interface) (EEL #2)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers

Dedicated

Transport

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Subject to the terms of **Article IX**, CLEC may order and/or request Network Elements individually or in the combinations set forth on Schedule 9.3.4 and shall not require the enumeration of each Network Element on a single order if such Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

1.2 CBT shall provide provisioning services to CLEC during Normal Business Hours on Business Days. CLEC may request CBT to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If CLEC requests that CBT perform provisioning services at times or on days other than as required in the first sentence of this **Section 1.2**, CBT shall provide such services based on time and materials charges for all CBT personnel involved as set forth in the Pricing Schedule. CBT shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If CLEC accepts CBT's quote, CBT shall perform such provisioning services. After having given CLEC a price quote, CBT may charge CLEC for any unanticipated extraordinary costs that it may incur, provided that CBT informs CLEC of the charge and CLEC verifies that it will pay for these charges. CLEC may request appropriate documentation from CBT detailing these charges. Such costs should not be duplicative of any costs already paid by CLEC for provisioning these services. Any disputes concerning the appropriateness of such charges may be resolved by the Commission.

1.3 CBT shall provide a CLEC Service Center (“**LEC-C**”) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT’s unbundled Network Elements or Combinations. CBT shall provide an electronic interface to accept LSRs for ordering and provisioning service. If CBT expands its use of its electronic interfaces and support systems, it will afford the same opportunity to CLEC. The LEC-C shall provide to CLEC a telephone number (operational during Normal Business Hours on Business Days.), which will be answered by capable staff trained to resolve problems in connection with the provisioning of Network Elements. The LEC-C is responsible for order acceptance, order issuance and return of the Firm Order Commitment (“**FOC**”) to CLEC as specified in the **Schedule 9.5**.

1.4 CBT shall provide to CLEC a single point of contact for all maintenance and repair activities. A telephone number will be provided twenty-four (24) hours per day, seven (7) days per week.

1.5 CBT will recognize CLEC as the Customer of Record of all Network Elements ordered and agreed to Combinations ordered by CLEC and will send all notices, invoices and pertinent Customer information directly to CLEC.

1.6 When requested by CLEC, CBT will schedule installation appointments with CBT's representative on the line with CLEC's representative until CLEC has access to CBT's scheduling system.

1.7 CBT will provide CLEC with a Firm Order Confirmation (“**FOC**”) for each order by 5:00 p.m. of the next Business Day of CBT's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Network Elements as ordered by CLEC and CBT's commitment date for order completion (“**Committed Due Date**”), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.

1.8 CBT may not initiate any disconnection or rearrangement of any CLEC ordered Elements or Combinations, except as directed by CLEC or as otherwise provided in this Agreement, except as directed by another LEC which has subsequently been authorized by the customer to act as the customer's agent and requests such rearrangement or disconnection.

1.9 Upon work completion, CBT will provide CLEC (unless otherwise notified by CLEC) with an order completion per order that states when that order was completed. CBT shall respond with specific order detail as enumerated on the FOC.

1.10 As soon as identified, CBT shall provide notification of CLEC orders that are incomplete or incorrect and therefore cannot be processed.

1.10.1 CBT will perform pre-testing of Network Elements and Combinations in accordance with CBT's standards. At CLEC's request, CBT will make available to CLEC for an additional charge any available test and turn-up results in support of the Network Elements or Combinations ordered by CLEC.

1.11 As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Network Elements or Combinations. CBT shall indicate its new committed due date within 24 hours.

1.12 Subject to **Article IX**, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders, as specified by CLEC.

1.13 CBT shall provide to CLEC upon request and at rates as specified in the Pricing Schedule:

1.13.1 a list of all services and features technically available from each switch that CBT may use to provide Local Switching, including whether the switch has the capability of supporting Inter and IntraLATA PICs by switch CLI;

1.13.2 a listing by street address detail, of the service coverage area of each switch CLI;

1.13.3 when available, all engineering design and layout information for each Network Element and Combination except that layout information for basic 2-wire analog loops which will be provided only when qualification is ordered;

1.13.4 a listing of all technically available functionalities for each Network Element or Combination; and

1.13.5 advanced information on the details and requirement for planning and implementation of NPA splits.

1.14 Promptly after the Effective Date, CBT shall provide CLEC an initial electronic copy of the following information:

1.14.1 Street address verification;

1.14.2 Switch identification by service address; and

1.14.3 Switch feature verification.

Electronic updates to such information shall be provided monthly to CLEC as changes are made to such information.

1.15 For order of Network Elements that require coordination among CBT, CLEC and CLEC's Customer, CLEC shall be responsible for any necessary coordination with the CLEC Customer.

1.16 CBT shall recognize CLEC as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or CBT provided CLEC has obtained proper authorization from the Customer.

1.17 Order Rejections

CBT shall reject and return to CLEC any order that CBT cannot provision, and in its reject notification provide an error code identifying the reasons for which the order was rejected.

1.18 Service Order Changes

1.18.1 If an installation or other CLEC-ordered work requires a change from the original CLEC service order in any manner, CBT shall call CLEC in advance of performing the installation or other work to obtain authorization. CBT shall then provide CLEC an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall notify CLEC of actual labor hours and/or materials used in accordance with regular service order completion schedules.

1.18.2 If an CLEC Customer requests a service change at the time of installation or other work being performed by CBT on behalf of CLEC, CBT, while at the Customer premises, shall direct the CLEC Customer to contact CLEC so as to avoid

unnecessary delays in service activation should the CBT representative leave the Customer premises. If CBT's technician awaits CLEC's response for more than fifteen (15) minutes, Standby Charges as set forth in the Pricing Schedule will apply.

1.18.3 If CLEC requests a change in due date or changes the content of an order it has provided to CBT, service order change charges as specified in the Pricing Schedule will apply.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 CLEC shall access CBT's Unbundled Local Loops via Collocation or in accordance with **Article IX** of this Agreement at the CBT Wire Center where that element exists and each Loop shall be delivered to CLEC's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 CBT shall provide CLEC access to its unbundled Loops at each of CBT's Wire Centers. In addition, if CLEC requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, CBT shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to CLEC. If, however, no spare physical Loop is available, CBT shall within forty-eight (48) hours of CLEC's request notify CLEC of the lack of available facilities. CLEC may then at its discretion make a Bona Fide Request for CBT to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the CBT Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.2**.

2.2 Provisioning of Unbundled Loops.

2.2.1 CLEC shall request unbundled Loops from CBT by delivering to CBT a valid electronic transmittal service order (a "**Service Order**") using the electronic interface described in **Schedule 9.2.6**. Within one (1) business day of CBT's receipt of a Service Order, CBT shall provide CLEC the FOC date and Frame Due Time ("**FDT**") according to the applicable CBT Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.3 Coordination of conversions of "live" Telephone Exchange Services will be as specified in Schedule 9.5.4.

2.3.1 Not less than (1) hour prior to the Scheduled Cutover Window, either Party may contact the other Party and unilaterally designate a new Scheduled Cutover

Window. However, If CBT requests the New Cutover Window, the applicable Line Connection Charge shall be waived; and If CLEC requests the New Cutover Window, CLEC shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.3.2 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “live” Telephone Exchange Service to the connection of an unbundled Network Element at the CLEC Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by CBT (and not by a CLEC contributing Delaying Event), CBT shall waive the applicable Line Connection Charge for such element.

3.0 Network Interface Device Capability.

3.1 For locations where the protector is integrated into the NID (e.g., one and two family residential locations and single tenant business locations), CLEC shall connect its loop facilities to the Customer's inside wiring through CBT's NID through an adjoining NID provided by CLEC.

3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, CLEC may remove the inside wire from CBT's NID and connect that wire to CLEC's NID;

3.1.2 CLEC may enter the Customer access chamber or “side” of “dual chamber” NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable “punch-out” hole of such NID enclosures;

3.2 For locations where the protector is not integrated into the NID (e.g., multiple dwelling units and business locations), CBT will provide CLEC access to NIDs in a manner that will permit CLEC to (1) connect its loop facilities to the Customer's inside wiring through CBT's NID; (2) connect its NID to CBT's NID; (3) connect an unbundled loop to its NID; or (4) retain the connection of an unbundled loop to CBT's NID. In order to access the Customer's inside wire, CLEC may:

3.2.1 Enter CBT's loop terminal enclosure located at a multiple dwelling unit (“MDU”) for the purpose of accessing Customer premises inside wire and extending such wire to CLEC's own adjoining NID; or

3.2.2 Request CBT 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 Customer).

3.3 If CLEC accesses the Customer's inside wire as described in Paragraph 3.2.2 of this Schedule 9.5, the time and materials charges will be billed to the requesting party (i.e., CLEC, the building owner or the Customer).

3.4 In no case shall CLEC remove or disconnect CBT's loop facilities from CBT's NIDs, enclosures, or protectors.

3.5 In no case shall CLEC remove or disconnect ground wires from CBT's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, CBT will work with CLEC to develop specific procedures to establish the most effective means of implementing this **Section 3.0**.

4.0 Reserved for future use.

5.0 Interoffice Transmission Facilities.

CBT shall:

5.1 Provide CLEC exclusive use of Interoffice Transmission Facilities dedicated to CLEC, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including CLEC;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that CLEC could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, CLEC to connect such interoffice facilities to equipment designated by CLEC, including CLEC's Collocated facilities.

6.0 Reserved for future use.

7.0 Operations Support Systems Functions

7.1 CBT shall provide CLEC access to Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

8.0 Provisioning of Subloops.

8.1 Initially CBT will consider all requests for access to subloops on an individual case basis (ICB) due to the wide variety of interconnections available and the lack of standards and provide written response to CLEC covering time intervals, prices and other

information based on the “Standard” BFR request process. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

SCHEDULE 9.5.4

COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS

1.0 General Coordinated Installation Process.

1.1 CBT and CLEC shall coordinate installation in such a way as to minimize the out of service time a Customer may experience, and to minimize the need for live telephone conversations between CBT and CLEC to perform the conversion.

Where possible, CBT will match the disconnection of a CBT service with the installation of CBT Unbundled. A Frame Due Time (FDT) will be assigned to the multiple service orders involved in a conversion. The FDT will define a two hour "Cutover Window" in which CBT will work the various orders and will determine the time frame within which CLEC must complete its portion of the installation process.

1.2 The table below identifies the cutover windows available for each FDT specified. The FDT is available during Normal Business Hours, Business Days.

FDT *	CUTOVER WINDOW
10 AM	8-10 AM
11 AM	9-11 AM
12 AM	10-12 AM
1 PM	11 AM-1 PM
2 PM	12 PM-2 PM
3 PM	1 PM-3 PM
4 PM	2 PM-4 PM
5 PM	3 PM-5 PM

The Table in this **Schedule 9.5.4, Section 1.2**, will be subject to revision by mutual agreement between the Parties.

1.3 If CLEC has a special request for service coordination which is not part of the process as described above, including conversions at times outside of the normal FDT windows, CBT will with proper notice and agreement schedule the service order activities to accommodate the request. This request will be indicated as FDT=X. Due to the additional CBT resources that are necessary to accommodate the special request, additional charges per the Pricing Schedule will apply.

1.4 The FDT process requires the following steps:

1.4.1. Prior to the Cutover Window 8:00 A.M. on the Due Date, the provider of dial tone will have dial tone translated and available. CBT shall perform the Dial Tone Test during the Cutover Window at no charge to CLEC.

1.4.2. Within the FDT window, the physical activity of disconnecting and placing central office jumpers will take place.

1.4.3. At the midpoint of the FDT window, translations work will be initiated to add or remove features, including translations required to implement interim number portability.

* For CBT Band three (3) Rural Offices and (4) Southern Counties, (identified in Attachment A) the Cutover Window shall be extended to three (3) hours. However, the conversion interval shall remain at sixty (60) minutes or less.

SCHEDULE 9.10

NETWORK ELEMENT STANDARD INTERVALS

A. Network Element Standard Intervals

1. CBT shall on a quarterly basis strive to complete 90% , on an aggregate basis, of the total Performance Activities contained in Section C of this **Schedule 9.10** within the specified interval subject to exclusions per Section A.2.
2. The following types of orders will be excluded from the measurement for performance: (1) CLEC requests an extended interval that exceeds the standard interval stated in this Schedule, (2) after an order is submitted to CBT, it is changed or rescheduled by CLEC, (3) CLEC or the Customer causes a delay in completing an order, (4) any other “Delaying Event” as defined in this Agreement.

B. Standard Intervals for xDSL Loop qualification:

1. Mechanized (Information available in mechanized Database) By 5:00 p.m. next Business Day
2. Manual Process 5 Business Days

C. Standard Intervals for specific types of individual Network Elements:

Unbundled Loops

1. Two-Wire Analog Voice Grade Loops (POTS)

Volume:*
1-24 Loops 5 Business Days
25+ Loops Negotiated
2. Two-Wire Analog Voice Grade Loops (Qualified/Conditioned)

Volume:*
1-10 Loops 7 Business Days
11-20 Loops 10 Business Days
21+ Loops Negotiated
3. Four-Wire Analog Voice Grade Loop Negotiated
4. Four-Wire 64-Kbps Digital Loop Negotiated
5. Two Wire ISDN BRI 160-Kbps Digital Loop 10 Business Days

- | | | | |
|-----|---|--|------------------|
| 6. | Four-Wire 1.544-Mbps Digital Loop | | |
| | Facilities Available | | 7 Business Days |
| | No Facilities Available | | Negotiated |
| 7. | Two Wire xDSL Compatible Loop without Conditioning** | | |
| | Volume:* | | |
| | 1-24 Loops | | 5 Business Days |
| | 25+ Loops | | Negotiated |
| 8. | Two Wire xDSL Compatible Loop with Conditioning** | | |
| | Volume:* | | |
| | 1-10 Loops | | 7 Business Days |
| | 11-20 Loops | | 10 Business Days |
| | 21+ Loops | | Negotiated |
| 9. | Four Wire xDSL Compatible Loop without Conditioning** | | |
| | Volume:* | | |
| | 1-24 Loops | | 5 Business Days |
| | 25+ Loops | | Negotiated |
| 10. | Four Wire xDSL Compatible Loop with Conditioning** | | |
| | Volume:* | | |
| | 1-10 Loops | | 7 Business Days |
| | 11-20 Loops | | 10 Business Days |
| | 21+ Loops | | Negotiated |

*Number of Individual Network Elements on a single Order, with requirement that separate orders are required for each specific customer premises for Unbundled Loops and NIDs; however CBT's performance with respect to the Performance Category reflected in this **Schedule 9.10** is determined on a loop-by-loop basis.

**Applies for loops previously qualified

- | | | | |
|-----|----------|---------------------|-----------------|
| 11. | DS3 Loop | Facilities in Place | 7 Business Days |
|-----|----------|---------------------|-----------------|

D. Parity Measurements

1. Percent of Firm Order Commitments ("FOC") provided by 5:00 p.m. of next Business Day.

SCHEDULE 10.1

WHOLESALE RESALE SERVICES

1.0 Subject to changes due to decisions of the Commission or other applicable laws, rules, regulations or orders, CBT shall apply a wholesale discount of sixteen point seven-four percent (16.74%) to all discounted resale services.

SCHEDULE 10.3.1

GRANDFATHERED SERVICES

KENTUCKY

GENERAL EXCHANGE TARIFF PSCK NO. 3 (GET)

EXCHANGE RATE TARIFF PSCK NO. 1 (ERT)

TOPIC	TARIFF	SECTION	PAGE
CENTREX Type I and II	GET	24	ALL
Direct Inward Dialing - 100 Number Blocks	GET	15	193.1
PBX Secretarial Switchboards	GET	15	198, 199
Local Area Service in Butler, Glencoe, Warsaw & Williamstown	ERT	1,2,3	
Joint User	GET	12	ALL
Residence Lines without Touchtone	ERT	1	7
Combination Basic Exchange Service	GET	3	All

SCHEDULE 10.9

RESALE STANDARD INTERVALS

A. Resale Standard Intervals

1. CBT shall, on a quarterly basis, complete 90% of the eligible installation orders within the intervals set forth below.
2. The following types of orders will be excluded from the measurement: (1) at CLEC's request, the "Application to Scheduled Completion" interval exceeds the Standard Interval (2) after the order is submitted to CBT, it is changed or rescheduled by CLEC, (3) CLEC or the customer causes a delay in completing the order, (4) any other "Delaying Event" as defined in this agreement

Standard Interval Guidelines

Service	Quantity	Interval (Business Days)
Residence Lines	Facilities available – no premises visit required	
	Order received before 12 noon	To be completed next day by 5 p.m.
	Order received after 12 noon	2
	Facilities available – premises visit required	5
	No facilities – premises visit required	5
	Additional line (>1 residence line/same premises)	5
Basic Business	1-5 lines	5
	6-10 lines	5
	11-15 lines	5
	16 + lines	Negotiated
Vertical Features	Add or change Vertical Features:	
	Order received before 12 noon	To be completed same day by 5 p.m.
	Order received after 12 noon	To be completed next day by 5 p.m.
Complex Business	ISDN - BRI	10
	PBX Trunks (in a new Trunk Group)	

Service	Quantity	Interval (Business Days)
	1-4 trunks	10
	5-8 trunks	15
	9-12 trunks	21
	13+ trunks	Negotiated
	PBX Trunks (additions to existing Trunk Group)	
	1-10 trunks	5
	11-20 trunks	10
	21+ trunks	Negotiated
	Centrex 2000 (upon Commission approval of Commitment 2000)	Negotiated
	Trunk Advantage & Prime Advantage	
	1-48 trunks	10
	49-96 trunks	14
	97-144 trunks	18
	145+ trunks	Negotiated

Note: As the regulatory environment changes, services may be added or deleted from the chart as mutually agreed upon by the Parties.

B. Parity Measurements

1. Percent of Firm Order Commitments (FOC) provided by 5:00 p.m. of next Business Day.

SCHEDULE 10.11.1

FORM OF REPRESENTATION OF AUTHORIZATION

CLEC/CBT hereby represents to CBT/CLEC, for purposes of obtaining a Customer's Customer Proprietary Network Information (“CPNI”) or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of CLEC/CBT (i.e., those Customers for whom CLEC/CBT has not obtained Documentation of Authorization to provide Telephone Exchange Service), CLEC/CBT acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, to the extent allowed by applicable law, password verification, or by other means, in each case as approved by the FCC or the Commission (“**Documentation of Authorization**”), that explicitly authorizes CLEC/CBT to have access to the prospective Customer's CPNI. However, CLEC/CBT may obtain a blanket Document of Authorization for the Customer authorizing the release of CPNI to CLEC/CBT covering any and all requests for such CPNI made over a period of time designated by such authorization. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, CLEC/CBT must submit to CBT/CLEC the Documentation of Authorization. If CLEC/CBT cannot provide applicable Documentation of Authorization, then CBT/CLEC shall not provide CPNI to CLEC/CBT.
2. CBT/CLEC will only disclose CPNI to agents of CLEC/CBT identified in the Documentation of Authorization.
3. If CLEC/CBT has already obtained Documentation of Authorization from the Customer to place an order for Telephone Exchange Service for the Customer, CLEC/CBT need not submit Documentation of Authorization to obtain the Customer's CPNI.
4. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, CLEC/CBT acknowledges that it must obtain Documentation of Authorization that explicitly authorizes CLEC/CBT to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. CLEC/CBT need not submit the Documentation of Authorization to process a service order. However, CLEC/CBT hereby represents that it will not submit a service order to CBT/CLEC unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
5. The Documentation of Authorization must clearly and accurately identify CLEC/CBT and the prospective Customer.

6. CLEC/CBT shall retain or be able to produce all Documentation of Authorization for as long as CLEC/CBT provides Telephone Exchange Service to the Customer or for as long as CLEC/CBT makes requests for information on behalf of the Customer.
7. CLEC/CBT shall provide, during Normal Business Hours, Documentation of Authorization for Customers or prospective Customers to CBT/CLEC upon request, when such Documentation of Authorization is at issue.
8. CLEC/CBT is responsible for, and shall hold CBT/CLEC harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of _____, 2005 by and between CBT and CLEC (the “**Interconnection Agreement**”)) resulting from CBT/CLEC's reliance upon CLEC/CBT's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
9. If CLEC/CBT fails to repeatedly and materially abide by the procedures set forth herein, CBT/CLEC reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
10. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this ____ day of _____ 2005.

AERO COMMUNICATIONS, LLC

CINCINNATI BELL TELEPHONE
COMPANY LLC

By: _____

By: _____

Printed: Todd Heinrich

Printed: Susan J. Maggard

Title: President

Title: Vice President & General Manager -
Carrier Services

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

1.0 Introduction.

Consistent with Applicable Law, it is necessary for CLEC and CBT to provide interface requirements to allow CLEC to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (“**Law Enforcement Process**”). The Law Enforcement Process will enable CLEC to provide identical services to its Customers, as CBT provides to its customers with regard to such Law Enforcement Procedures. These services include Annoyance Call Bureau, wire intercept, trap and trace, fraud control, physical security and subpoena management, both civil and criminal. CLEC will compensate CBT for costs CBT incurs in order to perform the Law Enforcement Process for the benefit of CLEC and CLEC’s customers.

2.0 Law Enforcement.

Definition - The Law Enforcement Process assures that CLEC (as a reseller of Resale Services) is in compliance with law enforcement requirements related to providing local Services to its Customers. The Parties agree to comply with law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1 Definition - CBT Annoyance Call Bureau (“**CACB**”) conducts investigations to help determine the source of unwanted calls after victims receive annoying calls and file an official complaint with the local law enforcement agency. Annoying calls include: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2 When CLEC must initiate a trap or trace as a result of its customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches and survey calls), the following operational interfaces should occur:

3.2.1 CLEC (the reseller) shall inform its Customer that it must file a formal complaint with the local police department and obtain agency’s name, officer’s name and case or report number.

3.2.2 CLEC shall contact CACB on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3 The CACB shall conduct investigations to determine the source of the unwanted call; work with local police departments to gather evidence; and testify in court, if required, on behalf of CLEC Customers who have received annoying calls.

The CACB will build case for and establish trap for twenty-one (21) days. CLEC shall contact the CACB to renew the trap beyond twenty-one (21) days.

3.2.4 The CACB shall provide to CLEC a local number that will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5 For non-emergency (not life-threatening) situations, CLEC shall advise its Customer to contact its local Law Enforcement Agency and to provide CLEC with required information to initiate a trap or call trace. CLEC will contact the CACB during standard operating hours to establish a case. For emergency (life-threatening) situations, CLEC shall inform its Customer to contact the appropriate Law Enforcement Agency, and this Agency will contact CBT to initiate a trap or call trace.

3.2.6 Additionally, for emergency situations, CBT corporate security will provide CLEC representatives with an emergency security contact available seven (7) days a week, twenty-four (24) hours a day, and CLEC will provide CBT representatives with an emergency security contact seven (7) days a week, twenty-four (24) hours a day.

3.2.7 CLEC's Customer must contact CLEC with the dates and times of the unwanted calls. CLEC shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8 At the end of the tracing investigation (twenty-one (21)-day period), the CACB shall send written confirmation to CLEC informing CLEC of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local Law Enforcement Agency which CLEC identified to the CACB. CLEC shall inform its Customer of the results of the investigation.

3.2.9 If CLEC Customers call CBT to initiate an annoying call report, CBT shall advise the person receiving the annoying or harassing call to call CLEC.

4.0 Wire Intercept.

4.1 Definition - Requests from Law Enforcement Agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of CLEC Customers.

4.2 Operational Interface Requirements - The Law Enforcement Agency (e.g., local, state or federal police department or government organization) shall serve CBT with a court order, authorizing CBT to conduct a wire intercept on the CLEC Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1 Definition - Requests from Law Enforcement Agencies to conduct a “form” of identifying calls dialed by CLEC Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2 Operational Interface Requirements - See Wire Intercept, Section 4.1.

6.0 Trace.

6.1 Definition - A form of electronic identification of calling numbers, where, upon consent from the CLEC Customer (via CLEC) or court order, law enforcement officials request a record of calling numbers to the premises of the CLEC Customer.

6.2 Central Office Features - Call Trace is an advanced custom calling feature that provides CLEC direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1 Definition - The law enforcement or civil process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding are made and make them readily retrievable by local police departments, government organizations and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, and trace services, etc.)

7.2 Operational Interface Requirements - The Law Enforcement Agency (e.g., local, state or federal police department, government organization or attorney) or civil litigant shall serve CBT an original subpoena naming CBT in its court document for requests for Customer information (see above definition). CBT shall forward call trace information to the Law Enforcement Agency for inquiries regarding CLEC Customers. If the Law Enforcement Agency serves CLEC the original subpoena, CLEC shall forward a copy of the original subpoena to CBT and advise the Law Enforcement Agency to re-send an original subpoena naming CBT in its court document. CBT shall notify CLEC of the resolution of the investigation, if permitted. However, CBT shall only provide the results of the investigation to the proper Law Enforcement Agency. For civil subpoena, CBT will provide the requested information to the extent that the information is in its possession and is non-privileged.

7.3 Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones and telemarketing calls to CLEC's Customers are pending further discussions with CBT.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. CBT shall provide repair, maintenance and testing for all Resale Services in accordance with the terms and conditions of this **Schedule 10.13**. CLEC shall handle all interaction with CLEC Customers, including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution.
2. CBT technicians shall provide repair service that is equal in quality to that provided to CBT Customers; trouble calls from CLEC Customers shall receive response time priority that is at parity to that of CBT Customers and shall be based on trouble severity, regardless of whether the Customer is an CLEC Customer or an CBT Customer.
3. CBT shall provide CLEC with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to CLEC under this Schedule that it currently provides for its own customers. CBT shall provide CLEC notice of any scheduled maintenance activity that may impact CLEC's Customers on the same basis it provides such notice to its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements and cable rolls.
4. CBT shall provide notice of non-scheduled maintenance activity that may impact CLEC Customers. Details of notification procedures will be addressed by the implementation team. CBT shall provide maintenance as promptly as possible to maintain or restore service and shall advise CLEC of any such actions it takes.
5. If service is provided to CLEC Customers before an Electronic Interface (“EI”) is established between CLEC and CBT, CLEC will transmit repair calls to CBT repair bureau by telephone.
6. The CBT repair bureau, including the EI, to be established by the Implementation Team, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week, except when preventative maintenance and software revisions require an out-of-service condition. CBT will provide CLEC a twenty-four (24)-hour advanced notification of such out-of-service conditions.
7. CBT shall provide progress reports and status-of-repair efforts to CLEC upon request and at a frequency interval to be determined by the Implementation Team. CBT shall inform CLEC of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by CBT technicians shall be billed to CLEC, not to CLEC's customers, by CBT. The CBT technician shall, however, present the Customer with an unbranded form to identify CLEC, CLEC's address, and CLEC's customer service telephone number detailing the time spent, the materials used and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the CBT technician shall make an additional appointment with the Customer and notify CLEC as to the schedule of the appointment. The CBT technician shall obtain the Customer's signature when available upon said form and then use the signed form to input maintenance charges into CBT's repair and maintenance database.
9. Dispatching of CBT technicians to CLEC Customer premises shall be accomplished by CBT pursuant to a request received from CLEC. The Electronic Interface, or other procedures mutually agreed to by the Parties, shall have the capability of allowing CLEC to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises and verify any actual work completed on the Customer's premises.

10. Critical or Expedited Troubles.

Upon receiving a referred trouble from CLEC, the CBT technician will offer a dispatch appointment and quoted repair time dependent upon CBT's force-to-load condition. CBT's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as CBT uses to expedite intervals for itself and its subsidiaries, Affiliates and retail customers. If CBT will be unable to meet an CLEC expedited request, CBT will notify CLEC and CLEC will have the option to implement the escalation process agreed to by the Implementation Team.

11. Disaster Recovery.

The Implementation Team will establish a process for disaster recovery that addresses the following:

- Events affecting CBT's network, work centers and operational support systems;
- Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster, and restoration;
- Procedures for notifying CLEC of problems, initiating restoration plans and advising CLEC of the status of resolution;
- Definition of a disaster; and
- Equal priority, as between CLEC Customers and CBT Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel and access to spare parts and components.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING PROCEDURES AND INTERFACE FUNCTIONALITY

1. Service ordering and provisioning procedures will provide CLEC with the ability to:
 - (a) Obtain, during sales discussions with a Customer, access to the following CBT Customer service record data in a manner that is transparent to the Customer:
 - Billing telephone number/name/address
 - Service Location Address
 - Working telephone number(s) on the account
 - Existing service and features
 - Blocking
 - CLASS Features
 - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
 - Special Exemption Status indicator, if any
 - Directory Listing Information
 - Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable
 - (b) Obtain information on all features and services available;
 - (c) Order all desired features and services for the CLEC Customer.
 - (d) Assign a telephone number (if the CLEC Customer does not have one assigned);
 - (e) Establish the appropriate directory listing;
 - (f) Determine if a service call is needed to install the line or service;
 - (g) Schedule dispatch and installation, if applicable;
 - (h) Provide installation dates to Customer;
 - (i) Order local intraLATA toll service and enter CLEC Customer's choice of primary interexchange carrier on a single, unified order;
 - (j) Suspend, terminate or restore service to an CLEC Customer;

CBT will support four (4) transaction types: Assume, Change, New and Delete. If any additional transactional types are made available, the Implementation Team shall address availability and procedures for those additional transaction types.

2. CLEC shall be entitled to place orders to transfer a Customer to CLEC without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). Furthermore, if a Customer requests changes to its features and/or such service at the time of transfer, as part of a request for Migration-As-Is, CLEC need only specify the features and/or services that are to change. However, unless agreed to by CBT, Migration-As-Is will not include any service subscribed that is not a Telecommunications Service, that is available for Resale.
3. Critical or Expedited Orders. CLEC may request that the standard interval for provisioning will be expedited if CBT's standard intervals do not meet the CLEC Customer's requested due date. Orders will be expedited by CBT on the same basis as it expedites orders for its subsidiaries, Affiliates and retail Customers. If CBT will be unable to meet an CLEC expedite request, CBT will notify CLEC. CBT reserves the right to establish a charge at a later date, for expedite requests.
4. General Resale Ordering and Provisioning Requirements.
 - (a) CBT shall provide provisioning services to CLEC during Normal Business Hours, Business Days. CLEC may request CBT to provide Saturday, Sunday, holiday and/or off-hour provisioning services. If CLEC requests that CBT perform provisioning services at times or on days other than as required in the preceding sentence, CBT shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If CLEC accepts CBT's quote, CBT shall perform such provisioning services. After having given CLEC a price quote, CBT may charge CLEC for any unanticipated extraordinary costs that it may incur, provided that CBT informs CLEC of the charge and CLEC verifies that it will pay for these charges. CLEC may request appropriate documentation from CBT detailing these charges. Such costs should not be duplicative of any costs already paid by CLEC for provisioning these services. Any disputes concerning the appropriateness of such charges may be resolved by the Commission.
 - (b) CBT shall provide a CLEC Service Center ("**LEC-C**") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's Resale Services. The SPOCs shall provide an electronic interface for all ordering and provisioning order flows. The LEC-C shall provide to CLEC a telephone number, answered during Normal Business Hours, Business Days, by capable staff.
 - (c) CBT will recognize CLEC as the Customer of Record of all Resale Services ordered by CLEC and will send all notices, invoices and pertinent Customer information directly to CLEC.
 - (d) When requested by CLEC, CBT will schedule installation appointments with CBT's representative on the line with CLEC's representative until CLEC has access to CBT's scheduling system.
 - (e) CBT will provide CLEC with a Firm Order Confirmation ("**FOC**") for each order within the interval agreed upon by the Implementation Team. The FOC must contain an

enumeration of CLEC's ordered resale features, options, physical Interconnection, quantity and CBT commitment date for order completion ("**Committed Due Date**"), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.

- (f) Upon work completion, CBT will provide CLEC with an order completion confirmation. CBT shall respond with specific order detail as enumerated on the FOC.
 - (g) As soon as identified, CBT shall provide notification of CLEC orders that are incomplete or incorrect and therefore cannot be processed.
 - (h) As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Resale Services. CBT shall indicate its new committed due date within twenty-four (24) hours.
 - (i) CBT shall provide to CLEC upon request:
 - (1) a list of all services and features and InterLATA and IntraLATA PICs technically available from each switch that CBT may use to provide Local Switching, by switch CLI;
 - (2) detail of the service coverage area of each switch CLI; and
 - (3) Industry standard notification to carriers regarding information on the details and requirements for planning and implementation of NPA splits;
 - (j) For Resale Services that require coordination among CBT, CLEC and CLEC's Customer, CLEC shall be responsible for any necessary coordination with the CLEC Customer.
5. CBT shall recognize CLEC as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or CBT, provided that CLEC has obtained proper authorization from the Customer.
6. If no Applicable Law governs an intraLATA toll carrier selection and if the Customer does not select an intraLATA toll carrier, the default carrier shall be determined pursuant to Local Service Guideline XE.
7. Number Administration/Number Reservations.
- (a) CBT shall provide CLEC with the ability to reserve telephone numbers for all services, including reservation of vanity numbers, and the same range of number choices and reservation duration as CBT provides its own subscribers. Reservation and aging of numbers shall remain CBT's responsibility.

- (b) On the same basis as CBT provides to its retail customers, CBT shall hold up to 100 telephone numbers, per CLEC subscriber request.
8. Service Migrations and New Subscriber Additions: For resale services, CBT shall not require a disconnect order from a subscriber, another local service provider or any other entity to process an CLEC order to establish CLEC Local Service and/or migrate a subscriber to CLEC local service.
9. Order Rejections: As soon as reasonably practicable, CBT shall reject and return to CLEC any order that CBT cannot provision and in its reject notification provide an error code identifying the reason(s) why such order was rejected.
10. Service Order Changes
- (a) If an installation or other CLEC-ordered work requires a change from the original CLEC service order in any manner, CBT shall call CLEC in advance of performing the installation or other work to obtain authorization. CBT shall then provide CLEC an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall immediately notify CLEC of actual labor hours and/or materials used in accordance with regular service order completion schedules.
- (b) If an CLEC Customer requests a service change at the time of installation or other work being performed by CBT on behalf of CLEC, CBT, while at the Customer premises, shall direct the CLEC Customer to contact CLEC so as to avoid unnecessary delays in service activation, should the CBT representative leave Customer premises.
11. Implementation Team: The Implementation Team shall address systems and process testing, service suspensions/restorations and disconnects.
12. Special Construction: If the provision of any Resale Services requires special construction, CLEC shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the standard intervals set forth on **Schedule 10.9**.
13. Systems and Process Testing: CBT shall cooperate with CLEC to ensure that all operational interfaces and processes are in place and functioning properly and efficiently.
14. Disconnects: CBT shall provide to CLEC daily information notifying CLEC of any services disconnected from CLEC in a method and format to be specified during Implementation Planning.

SCHEDULE 10.16

BILLING INFORMATION

1.0 General

1.1 CBT shall record messages as it records messages for itself and as required for future usage based services. Recorded Usage Data includes, but is not limited to, the following categories of information:

- Directory Assistance
- Local Coin
- Toll
- Interrupt
- Verify
- Inmate Services
- Optional Measured Service
- Community Connection Service
- CLASS Features
- Repeat Dialing
- Call Return
- Usage Sensitivity 3-Way Calling
- Call Tracing
- Calls Completed Via CBT-Provided Operator Services Where CBT Provides Such Service to CLEC's Local Service Subscriber
- For CBT-Provided Centrex Service, Station Level Detail Records Shall Include Complete Call Detail and Complete Timing Information

1.2 Retention of Records: CBT shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. CBT shall provide any data back-up to CLEC upon the request of CLEC.

1.3 CBT shall provide to CLEC Recorded Usage Data for CLEC subscribers. CBT shall not submit other carrier local usage data as part of the CLEC Recorded Usage Data.

1.4 CBT shall bill to CLEC, not to CLEC subscribers any recurring or non-recurring charges for resold services, including alternate billed calls (i.e., collect, 3rd party, bill-to-ANI).

1.5 CBT shall provide Recorded Usage Data to CLEC billing locations as mutually agreed to by both parties during Implementation Planning.

2.0 Charges

2.1 Unless modifications are mutually agreed upon, CBT shall not charge any fees additional for recording, rating or transmitting usage data.

2.2 No charges shall be assessed for incomplete call attempts.

3.0 Implementation Team Issues

The following issues will be addressed by the Implementation Team:

3.1 Central Clearinghouse & Settlement Procedures

3.2 Lost Data Procedures

3.2.1 Loss of Recorded Usage Data

3.2.2 Partial Loss

3.2.3 Complete Loss

3.2.4 Estimated Volumes

3.3 Testing, Changes and Control Procedures

SCHEDULE 15

DIRECTORY LISTINGS

The following includes Directory Assistance Data Information Exchanges and Interfaces.

1.0 Listing Types

LISTED	The listing information is available for all directory requirements.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. CLEC may confirm the address, but is not permitted to receive the non-published telephone number. The listing information is not available in either the published directory or directory assistance.

1.1 Listing Styles

<u>LISTING STYLE</u>	<u>DESCRIPTION</u>
STRAIGHT LINE	All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.
INDENTED LISTING SET - STRAIGHT LINE UNDER (SLU)	Two or up to six listing records relating to the same listed subscriber. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing.
INDENTED LISTING SET - CAPTION SET	Formatted with one listing header record and multiple indented listing records. See detailed description below.
INDENTED LISTING (CAPTION) SET	
HEADER RECORD	Contains listed name; address and telephone number data fields are blank.
SUB-HEADER RECORD/ LISTING	May contain name data only, or may include address data. Associated subordinate records may, or may not be present.

INDENTED NAME LISTING	Contains name data , may or may not have address data, and telephone number data.
INDENTED ADDRESS LISTING	Contains address and telephone number data; the name data text field is blank.
LEVEL OF INDENT	Header record is zero (0), sub-header and indented records range from 1 - 7.

1.3 Data Field Elements

Requirements for Initial Processing and Daily Update Activity

<u>DATA FIELD</u>	<u>DATA ELEMENT</u>	<u>FIELD LENGTH</u>
ACTION CODE	A = Add I = In D = Delete or O = out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	Required: 8 digits
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff.	Required: 4 digits
DIRECTORY SECTION LISTING IDENTIFIER	Name of the directory section where the record is to be listed. F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	Required: Maximum of 50 alpha characters Optional: 1 alpha character

FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7)	Required: Maximum of 3 alpha characters
LISTING TYPE	L = Listed NP = Non-Published	Required: Maximum of 2 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set An Indented listing relates to either a caption or Straight Line Under (“SLU”) set listing.	Required: 1 alpha character
INDENT LEVEL	0 = Non-indented record 1 - 8 = Level of indented record	Required: 1 digit
ADDRESS HOUSE NUMBER	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PRE-DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree-Dunwoody, HWY. 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.
ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters

ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME ABBREVIATION	Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office.	Maximum of 2 alpha characters
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to CLEC.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters in CBT format and style
NAME - FIRST WORD	Surname of a Residence or Business listing, or first word of a Business or Government listing Multi-word or hyphenated surnames should be treated as one word.	Required for a zero (0) level record. Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname. Maximum of 50 alpha, numeric, alphanumeric, or special characters
NAME -SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing	Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.

LINEAL DESCENT	<u>e.g.</u> , SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(s)	<u>e.g.</u> , MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters
DEGREE	<u>e.g.</u> , MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters CBT populates Degree data in the Designation field
NICKNAME	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed subscriber's profession, business, or location, <u>e.g.</u> , ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters
STANDARD TELEPHONE NUMBER *	NPA NXX-LINE	Optional: 12 characters, including space and hyphen
NON-STANDARD TELEPHONE NUMBER *	Telephone numbers less than or more than the standard telephone number.	Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens

* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION
CLEC/CBT AGREEMENT**

Line	Rate Elements	Price Unit	TELRIC Rate		
2					
3	ITEM I - Transport and Termination				
4	A. Transport and Termination for Local Traffic	PerMOU	\$.0010	from December 14, 2001 to June 13, 2003;	
5	(Note: Transport and Termination rates as of June 14, 2001 were set by				
6	the FCC's Order on Remand and Report and Order in CC Docket Nos	PerMOU	\$.0007	from June 14, 2003 to June 13, 2004 or	
7	96-98 FCC 01-131 on remand from the Court of Appeals for the District			FCC Order, whichever occurs later	
8	of Columbia adopted on April 18, 2001, and are not subject to true up.)				
9	B. Transport and Termination for ISP Traffic			Bill and Keep	
10	C. Dedicated Transport			See Interoffice Transmission Facilities	
11					
12	ITEM II - BLV/BLVI Traffic Transport and Termination				
13	A. Busy Line Verification (BLV)	Per Call	\$ 1.31		
14					
15	B. Busy Line Verification Interrupt (BLVI)	Per Call	\$ 1.57		
16	(in addition to BLV charge)				
17					
18	ITEM III - Transit Service				
19	A. Tandem Switching	Per MOU	\$ 0.002001		
20					
21	B. Tandem Transport Facility Mileage	Per MOU	\$ 0.000600		
22		Per MOU/Mile	\$ 0.000117		
23	ITEM IV - Unbundled Network Elements				
24					
25	A. Analog Loops & NIDS			Band 1	Band 2 Band 3
26					
27	1. 2-Wire Voice Grade Analog Loop without NID	Monthly	\$ 10.59	\$ 13.47	\$ 15.43
28		NRC - Fixed	\$ 55.70		
29		NRC / Unit	\$ 34.03		
30					
31	2. 4-Wire Voice Grade Analog Loop without NID	Monthly	\$ 20.55	\$ 26.32	\$ 30.24
32		NRC - Fixed	\$ 55.70		
33		NRC / Unit	\$ 68.46		
34					
35	3. 2-Wire NID	Monthly	\$ 0.60	\$ 0.60	\$ 0.60
36					
37	4. 4-Wire NID	Monthly	\$ 1.20	\$ 1.20	\$ 1.20
38					
39	5. 2-Wire Voice Grade Analog Loop & NID Combination	Monthly	\$ 11.12	\$ 14.01	\$ 15.97
40		NRC - Fixed	\$ 55.70		
41		NRC / Unit	\$ 34.03		
42					
43	6. 4-Wire Voice Grade Analog Loop & NID Combination	Monthly	\$ 21.62	\$ 27.39	\$ 31.31
44		NRC - Fixed	\$ 55.70		
45		NRC / Unit	\$ 68.46		
46					
47	B. Conditioning Options for 2-wire and 4-wire Analog Loops				
48	1. Improved Voice Grade Loss				
49	a. Conditioning	Monthly	\$ 17.29		
50		NRC - Fixed			
51		NRC / Unit	\$ 50.82		
52					
53	2. Non-Loaded Copper Loop Guarantee				
54	a. Load Removal (up to 5 Loops to same location)	NRC - Fixed	\$ 445.13		
55		NRC / Unit	\$ 64.42		
56					
57	3. ISDN Compatible conditioning				
58	a. Conditioning Copper Loop	Monthly	\$ 36.04		
59		NRC - Fixed	\$ 445.13		
60		NRC / Unit	\$ 68.35		
61					
62	b. Conditioning Derived Loop	Monthly	\$ 31.36		
		NRC - Fixed	\$ 38.39		
		NRC / Unit	\$ 16.74		

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION
CLEC/CBT AGREEMENT**

Line	Rate Elements	Price Unit	TELRIC Rate		
			Band 1	Band 2	Band 3
63					
64	C. Digital Loops				
65	1 4-Wire 64 Kbps Digital	Monthly	\$ 38.02	\$ 44.37	\$ 47.31
66		NRC - Fixed	\$ 55.70		
67		NRC / Unit	\$ 68.46		
68					
69	2 4-Wire 1.544 Mbps Digital	Monthly	\$ 103.31	\$ 90.32	\$ 83.70
70		NRC - Fixed	\$ 90.28		
71		NRC / Unit	\$ 290.74		
72					
73	3 DS-3 Loop	Monthly	\$ 591.50	\$ 592.87	
74		NRC - Fixed	\$ 92.90		
75		NRC / Unit	\$ 357.17		
76					
77	D. xDSL Compatible Loops				
78	1 2-Wire xDSL Compatible Loop without NID	Monthly	\$ 10.59	\$ 13.47	\$ 15.43
79		NRC - Fixed	\$ 55.70		
80		NRC / Unit	\$ 34.03		
81					
82	2-Wire xDSL Compatible Loop & NID Combination	Monthly	\$ 11.12	\$ 14.01	\$ 15.97
83		NRC - Fixed	\$ 55.70		
84		NRC / Unit	\$ 34.03		
85					
86	2 4-Wire xDSL Compatible Loop without NID	Monthly	\$ 20.55	\$ 26.32	\$ 30.24
87		NRC - Fixed	\$ 55.70		
88		NRC / Unit	\$ 68.46		
89					
90	4-Wire xDSL Compatible Loop & NID Combination	Monthly	\$ 21.62	\$ 27.39	\$ 31.31
91		NRC - Fixed	\$ 55.70		
92		NRC / Unit	\$ 68.46		
93	3 Conditioning for xDSL 2-wire and 4-wire Compatible Loops				
94	a Conditioning Derived Loop (When applicable)	Monthly	\$ 31.36		
95		NRC - Fixed	\$ 38.39		
96		NRC / Unit	\$ 16.74		
97					
98	b Removal of bridged taps	NRC - Fixed	\$ 107.60		
99		NRC / Unit	\$ 139.21		
100					
101	c Load Removal (up to 5 Loops to same location)	NRC - Fixed	\$ 445.13		
102		NRC / Unit	\$ 64.42		
103					
104	d Removal of Electronics Equipment	NRC - Fixed	\$ 107.60		
105		NRC / Unit	\$ 139.21		

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION
CLEC/CBT AGREEMENT**

Line	Rate Elements	Price Unit	TELRIC Rate		
108	F. Interoffice Transmission Facilities				
109					
110	1 Shared Transport	Per Msg			
111		Per MOU	\$	0.001318	
112					
113	2 Dedicated Transport				
114					
115					
116	b Interoffice Transport				
117	Inter-Office - (DS0) - Fixed per Circuit	Monthly	\$	36.19	\$ 36.56 \$ 37.11
118	(Only for Loop Transport Combination #1)	NRC - Fixed	\$	53.15	
119		NRC / Unit	\$	155.71	
120					
121	Inter-Office - (DS0) - Air Mileage per Air Mile	Monthly	\$	0.05	\$ 0.05 \$ 0.05
122					
123	Inter-Office - (DS1) - Fixed per Circuit	Monthly	\$	59.71	\$ 76.72 \$ 99.76
124		NRC - Fixed	\$	54.33	
125		NRC / Unit	\$	155.71	
126					
127	Inter-Office - (DS1) - Air Mileage per Air Mile	Monthly	\$	0.52	\$ 0.52 \$ 0.52
128					
129	Inter-Office - (DS3) - Fixed per Circuit	Monthly	\$	672.60	\$ 1,161.23 \$ 1,637.20
130		NRC - Fixed	\$	81.08	
131		NRC / Unit	\$	179.96	
132					
133	Inter-Office - (DS3) - Air Mileage per Air Mile	Monthly	\$	13.65	\$ 13.65 \$ 13.65
134					
135					
136					
137	Dark Fiber			TBD	
138					
139	c MULTIPLEXING / CROSS CONNECTS / REGENERATORS				
140	High Capacity MUX - DS3 to DS1	Monthly	\$	220.88	
141		NRC - Fixed	\$	34.29	
142		NRC / Unit	\$	81.91	
143					
144	MUX - DS1 to Voice Grade / DS0	Monthly	\$	246.26	
145		NRC - Fixed	\$	34.29	
146		NRC / Unit	\$	81.91	
147					
148	G. Miscellaneous Charges				
149	1 Service Order Charge	NRC	\$	12.05	
150					
151	2 Service Order Change Charge/Record Charge	NRC	\$	12.05	
152					
153	3 Line Connection (Cross-Connect)	NRC - Fixed			
154		NRC / Unit	\$	8.88	
155					
156	4 Additional Engineering, Additional Labor, and				
157	Maintenance of Service Charges				These charges apply as specified in CBT's Access Tariff FCC No. 35, whenever there are requirements for Service Coordination, Stand-by, Outside Normal Business Hours Installation and Repair, and Maintenance Of Service.
158					
159					
160	5 Migration-as-is, Migration-as-specified	NRC / Unit	\$	12.25	
161					
162					
163	I. Directory Services				
164	1 Directory Assistance				
165	a Copy of the DA Database				
166	1 Initial Load / Refresh	Per Listing	\$	0.04	
167	2 Update	Per Listing	\$	0.06	
168					
169	2 Directory Listing - Cincinnati Bell Area Alphabetical Directory				
170	a Non-resale primary listings for customers served by CLEC				
171	facilities or CBT unbundled elements				
172	Per Primary Listing	Monthly	\$	0.81	
173		NRC - Fixed	\$	18.08	
174		NRC / Unit	\$	3.28	

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION
CLEC/CBT AGREEMENT**

Line	Rate Elements	Price Unit	TELRIC Rate
175			
176	3 Intercept Service Per Port with Intercept	Monthly	\$ 0.37
177			
178			
179	ITEM V - E911 Service		
180	A. Rate per End User Line	Monthly	\$ 0.12
181	B. E911 Database Access	NRC - Fixed	\$ 514.91
182			
183	C. Optional Manual Update / Error Correction	Per Hour	\$ 39.76
184			
185	ITEM VII - Collocation		
186			
187			
188	A. Application Fee	NRC - Fixed	\$ 1,481.66
189			
190	B. Conduit		
191	West Seventh Street	Per Innerduct Ft.	\$ 0.26
192	All other wire centers	Per Innerduct Ft.	\$ 0.08
193			
194	C. Riser Space		
195	West Seventh Street	Per Foot	\$ 0.02
196	All other wire centers	Per Foot	\$ 0.26
197			
198	D. Floor Space	Per Sq. Foot	\$ 4.34
199			
200	E. Power Consumption	Per Fused Amp	\$ 5.75
201			
202	F. Power Lead Delivery to Collocation Space	Per Lead - One Time	\$ 490.60
203		Monthly	\$ 4.09
204			
205	G. Security Access Charge - Entrance Door & Cage	Per Key	\$ 7.37
206			
207	H. Internal Rated 24 Fiber Lightguide Cable from vault Splice to Collocation Space	Per Linear Ft	\$ 1.04
208			
209			
210	I. Innerduct @ 1", within Cable Vault	Per Linear Ft	\$ 0.30
211			
212	J. Splicing Outside Fiber to Internal Rated Fiber		
213	1	1st Splice	\$ 153.68
214	2	Add'l. Splice	\$ 17.35
215			
216	K. Cable Pull from Entrance Facility to Collocation Space		
217	1 Cable Pulling from Manhole to Cable Vault		\$ 920.49
218			
219	2 Cable Pulling from Cable Vault to Collocation Space		\$ 307.04
220			
221	L. Cage Construction and Materials	Per Cage - One Time	\$ 972.11
222		Monthly	\$ 5.13
223			
224	M. Core Drill Floor in Cage for Diverse Route	Per 4" Core	\$ 318.97
225			
226	N. Space Reservation Charge	Per Unit	\$ 54.18
227			
228	O. Collocation Area Preparation Charge (COBO)		
229	Average for all Central Offices	Per Sq. Foot	\$ 186.04
230			
231	P. Cross-Connects (Termination)		
232	1 West 7th Street		
233	a Voice Grade Per 100 Pairs	Monthly	\$ 62.25
234		NRC - Fixed	
235		NRC / Unit	
236			
237	b DS1	Monthly	\$ 30.77
238		NRC - Fixed	
239		NRC / Unit	

**CINCINNATI BELL PRICING SCHEDULE FOR INTERCONNECTION
CLEC/CBT AGREEMENT**

Line	Rate Elements	Price Unit	TELRIC Rate									
240												
241	c DS3	Monthly	\$ 246.66									
242		NRC - Fixed										
243		NRC / Unit										
244												
245	d OC-3	Monthly	\$ 51.02									
246		NRC - Fixed										
247		NRC / Unit										
248												
249	e OC-12	Monthly	\$ 51.02									
250		NRC - Fixed										
251		NRC / Unit										
252												
253	f OC-48	Monthly	\$ 51.02									
254		NRC - Fixed										
255		NRC / Unit										
256												
257	2 Other Central Offices											
258	a Voice Grade Per 100 Pairs	Monthly	\$ 59.43									
259		NRC - Fixed										
260		NRC / Unit										
261												
262	b DS1	Monthly	\$ 2.35									
263		NRC - Fixed										
264		NRC / Unit										
265												
266	c DS3	Monthly	\$ 50.47									
267		NRC - Fixed										
268		NRC / Unit										
269												
270	d OC-3	Monthly	\$ 43.78									
271		NRC - Fixed										
272		NRC / Unit										
273												
274	e OC-12	Monthly	\$ 43.78									
275		NRC - Fixed										
276		NRC / Unit										
277												
278	f OC-48	Monthly	\$ 43.78									
279		NRC - Fixed										
280		NRC / Unit										
281	ITEM VII Resale Services											
282												
283	A. Resale Discount		A Resale discount of 16.74% applies on resold services.									
284												
285	B. Outside Normal Business Hours Provisioning Requests		See Additional Labor Charges - ITEM IV G.4.									
286												
287	C. Migration-as-is, Migration-as-specified		<table border="1"> <thead> <tr> <th></th> <th>Nonresidence</th> <th>Residence</th> </tr> </thead> <tbody> <tr> <td>\$</td> <td>12.25</td> <td>\$ 12.25</td> </tr> <tr> <td>\$</td> <td>12.25</td> <td>\$ 12.25</td> </tr> </tbody> </table>		Nonresidence	Residence	\$	12.25	\$ 12.25	\$	12.25	\$ 12.25
	Nonresidence	Residence										
\$	12.25	\$ 12.25										
\$	12.25	\$ 12.25										
288	1 Complex Service (all but single line)											
289	2 Non-complex Service (single line)											
290												
291	D. Resale Account Set-Up Charge (Per CLEC)		\$ 8,000									
292												
293	ITEM VIII - Structure											
294												
295	See CBT's Pole and Anchor Attachment and Conduit Occupancy											
296	Accommodations Tariff, PUCO No. 1 for conduit											
297												
298	See CBT's Cable and Television Pole Attachment Tariff,											
299	PSCK No. 1, for pole attachments and anchors.											
300	NOTES:											
301												
302	1 NRC denotes Nonrecurring											
303	2 NRC - Fixed denotes nonrecurring charges that are billed per order.											
304	3 NRC / Unit denotes nonrecurring charges that are billed per unit ordered.											
305	4 For monthly rates that depend on the geographic bands, the nonrecurring rates are listed only under											
306	the Band 1 column. However, the same nonrecurring rates apply to all bands.											
307	5 Service Order Charge applies to all orders for service.											
308												