

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is equal to that achieved on interoffice trunks within Ameritech's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects;
- (c) maintenance of the SONET transmission system;
- (d) disaster recovery provision escalations; and
- (e) the joint engineering of End Office to End Office trunks for Telephone Exchange Service as may be required in high usage situations; and
- (f) such other matters as the Parties may agree.

8.2 Installation, Maintenance, Testing and Repair. Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be at least equal in quality to that provided by the Parties to themselves or any Subsidiary, Affiliate or Third Party. For purposes of this Section, "equal in quality" means the same or equivalent installation, provisioning, maintenance, testing and repair intervals.

9.0 UNBUNDLED ACCESS -- SECTION 251(c)(3).

9.1 Local Loop Transmission Types

Subject to Section 9.3, Ameritech shall allow WinStar to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.1:

9.1.1 "2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-3000 Hz. repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical References AM TR-TMO-000122, Ameritech Unbundled Analog Loops;

9.1.2 "4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in

a 4-wire electrical interface. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM TR-TMO-000122, Ameritech Unbundled Analog Loops;

9.1.3 "2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

9.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

9.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.7 Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein and, at the rates set forth in the Pricing Schedule.

9.2 Private Lines and Special Access

Ameritech shall make available to WinStar private lines and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs.

9.3 Limitations on Unbundled Access

9.3.1 WinStar may not cross-connect an Ameritech-provided Loop to an Ameritech-provided Port but instead shall purchase a network access line under applicable tariffs.

9.3.2 Ameritech shall only be required to make available Loops where such Loops are available.

9.3.3 WinStar shall access Ameritech's unbundled Network Elements via Collocation in accordance with Section 12.0 at the Ameritech Wire Center where those elements exist and each Loop shall be delivered to WinStar's Collocation by means of a cross-connection which is included in the rates set forth in the Pricing Schedule.

9.3.4 Ameritech shall provide WinStar access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if WinStar requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to WinStar. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of WinStar's request notify WinStar of the lack of available facilities. WinStar may then at its discretion make a Network Element Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). WinStar may also make a Network Element Bona Fide Request for access to unbundled Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 9.5 and the Performance Interval Dates and Performance Criteria set forth in Section 26.1 shall not apply to unbundled Loops provided under this Section 9.3.4.

9.3.5 If WinStar orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Schedule.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

9.3.6 Prior to submitting its initial order for a Network Element, WinStar shall submit a representation of authorization, the form of which is set forth on Schedule 9.3.6.

9.4 Unbundled Local Switching Ports

The following categories of Unbundled Local Switching Ports shall be provided: Basic Line Port; Ground Start Line Port; Copts-Coin Line Port; ISDN-Direct Port; DID Trunk Port; ISDN Prime Trunk Port; Digital Trunking Trunk Port; Custom Routing Port; Centrex Basic Line Port; Centrex ISDN Line Port; Centrex EKL Line Port; and Centrex Attendant Console Line Port.

9.5 Availability of Other Network Elements on an Unbundled Basis

9.5.1 Ameritech shall, upon request of WinStar, and to the extent technically feasible, provide to WinStar access to its Network Elements for the provision of WinStar's Telecommunications Service. Any request by WinStar for access to an Ameritech Network Element that is not already available shall be treated as a Network Element Bona Fide Request. WinStar shall provide Ameritech access to its Network Elements as mutually agreed by the Parties or as required by the Commission or the FCC.

9.5.2 A Network Element obtained by one Party from the other Party under this Section 9.5 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including the billing, collection, transmission, and routing of such Telecommunications Service.

9.5.3 Notwithstanding anything to the contrary in this Section 9.5, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 9.5 except as required by the Commission or the FCC.

9.6 Provisioning of Unbundled Loops

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.6.1 WinStar shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal Service Order (a "Service Order") using the Ameritech electronic ordering system (as defined in the Unbundling Product Guide) or another mutually agreed upon system. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide WinStar the firm order commitment ("FOC") date according to the applicable Performance Interval Dates set forth in Section 26.1 by which the Loop(s) covered by such Service Order will be installed.

9.6.2 Ameritech agrees to coordinate with WinStar at least forty-eight hours prior to the due date a scheduled conversion date and time (the "Scheduled Conversion Time") in the "A.M." (12:00 midnight to 12:00 noon) or "P.M." (12:00 noon to 12:00 midnight) (as applicable, the "Conversion Window").

9.6.3 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If WinStar requests the New Conversion Time, WinStar shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

9.6.4 Ameritech shall test for WinStar dial-tone ("Dial Tone Test") on WinStar's Virtual Collocation-digital Loop carrier during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Conversion Time as applicable). Ameritech shall perform the Dial Tone Test on WinStar's Virtual Collocated digital Loop carrier at no charge until June 1, 1997. Thereafter, WinStar may request Ameritech to perform such Dial Tone Test on a time and materials basis at Ameritech's then current rates. Ameritech shall not perform any Dial Tone Test on any WinStar Physically Collocated digital Loop carrier.

9.6.5 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 WinStar 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 Ameritech (and not by a contributing Delaying Event (as defined in Section 26.4)), Ameritech shall waive the applicable Line Connection Charge for such element. If WinStar has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

9.6.6 If WinStar requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge WinStar for any additional and reasonable labor charges to perform such services.

9.7 Maintenance of Unbundled Network Elements

If (i) WinStar reports to Ameritech a Customer trouble, (ii) WinStar requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then WinStar shall pay Ameritech a trip charge of \$51.00 per trouble dispatch and time charges of \$21.00 per quarter hour.

10.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1).

10.1 Availability of Wholesale Rates for Resale

Ameritech shall offer to WinStar for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, pursuant to the terms and conditions of the Ameritech Resale Local Exchange Service tariff, until such time as the parties negotiate a superseding resale agreement.

10.2 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251(b)(1) of the Act.

11.0 NOTICE OF CHANGES — SECTION 251(c)(5).

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In addition, the Parties shall comply with the FCC's network disclosure requirements as set forth in CC Docket No. 96-98, Second Report and Order, and as may be amended from time to time.

12.0 COLLOCATION — SECTION 251(c)(6).

12.1 Ameritech shall provide to WinStar Virtual Collocation and/or Physical Collocation of equipment necessary for Interconnection pursuant to Section 4.0, or for access to unbundled Network Elements pursuant to Section 9.0, except that Ameritech may provide only for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or Commission or the appropriate Commission subject to applicable federal and state tariffs.

12.2 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, WinStar agrees to provide to Ameritech upon Ameritech's Network Element Bona Fide Request, Collocation (at WinStar's option either Physical or Virtual) of equipment for purposes of Interconnection pursuant to Section 4.0 on a non-discriminatory basis and at comparable rates, terms and conditions as WinStar may provide to other third parties. WinStar shall provide such Collocation subject to applicable tariffs or contracts.

12.3 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

12.4 If WinStar elects an Interconnection method or network architecture that requires Ameritech to Interconnect with WinStar's facilities via Collocation, WinStar agrees to provide to Ameritech Collocation on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than either (i) Ameritech provides to WinStar or (ii) WinStar provides to itself, its subsidiaries, Affiliates or other persons.

12.5 Upon written request to Ameritech, WinStar shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities so long as (i) WinStar's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) WinStar provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of WinStar and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. If a Party Interconnects its network with another collocating

Telecommunications Carrier pursuant to this Section 12.5, such Party shall, in addition to its indemnity obligations set forth in Section 24.0, indemnify the other Party for any Loss arising from such Party's installation, use, maintenance or removal of such connection with the other collocated Telecommunications Carrier. Any request by WinStar to connect its Virtually Collocated equipment to the collocated equipment of another collocating Telecommunications Carrier shall be treated as a Bona Fide Request.

12.6 A Collocating Party may subcontract the construction of its Physical Collocation space with contractors approved by the Housing Party, which approval shall not be unreasonably withheld.

12.7 Collocation of WinStar's wireless equipment in Ameritech's Central Office shall be provided consistent with this Agreement and shall be pursuant to applicable tariffs or contract. The price charged by Ameritech to WinStar for such collocation shall be the same price that Ameritech charges other similarly situated collocators for the same service, either wireless or wireline.

SECTION 251(b) PROVISIONS

13.0 NUMBER PORTABILITY — SECTION 251(b)(2).

13.1 Scope

13.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

13.1.2 Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Telecommunications Number Portability ("INP") to each other through remote call forwarding, direct inward dialing trunks and NXX migration.

13.1.3 Once Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to Number Portability. Upon implementation of Number Portability pursuant to FCC or Commission regulation, both Parties agree to conform and provide such Number Portability.

13.2 Procedures for Providing INP Through Remote Call Forwarding

WinStar and Ameritech will provide INP through remote call forwarding as follows:

13.2.1 If a Telephone Exchange Service Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"), such a Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. Provided that Party A has on file a representation of authorization in the form set forth in Schedule 9.3.6 and has issued an associated service order to Party A to assign the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate Local/IntraLATA Trunks as if the call had originated on Party A's network.

13.2.2 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible for all collect, calling card, and 3rd-number billed calls associated with those numbers, with sub-account detail by retained number. At Party B's sole discretion, such billing statement shall be delivered to Party B in an agreed-upon format via either electronic file transfer, daily magnetic tape, or monthly magnetic tape.

13.2.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with those forwarded numbers as directed by Party B.

13.2.4 Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time.

13.3 Procedures for Providing INP Through Direct Inward Dial Trunks

Upon request, Ameritech shall provide to WinStar INP via direct inward dial trunks pursuant to applicable tariffs.

13.4 Procedures for Providing INP Through NXX Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service

from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

13.5 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree that under INP terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 13.5 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

13.5.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in Section 13.5.3 in lieu of any other compensation charges for terminating such traffic.

13.5.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number) would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) intrastate FGD charges ("Intra Traffic"), (iii) interstate FGD charges ("Inter Traffic"), or (iv) handled as Local Traffic under transiting arrangements between the Parties ("Transit Traffic"). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6) month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on actual INP traffic percentages from the preceding six (6) month period.

13.5.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth in the Pricing Schedule) plus (Intra Traffic percentage times Ameritech's effective intrastate FGD rates) plus (Inter Traffic percentage times Ameritech's effective interstate FGD rates).

A rate of zero shall be applied to the Transit Traffic percentage on the assumption that some portion of such Transit Traffic would otherwise be subject to other compensation arrangements and to account for a reasonable level of uncollectibles on terminating compensation. Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

13.6 Pricing For Interim Number Portability

Each Party shall separately keep records of: 1) its costs of providing Interim Number Portability; and 2) a reasonable profit ("INP Charges"). When the FCC or the Commission determines the methodology for recovering such INP Charges consistent with FCC Interim Number Portability Order(s), each Party shall comply with the established methodology for recovery of such INP Charges in a competitively neutral manner.

14.0 DIALING PARITY — SECTION 251(b)(3).

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

15.0 ACCESS TO RIGHTS-OF-WAY — SECTION 251(b)(4).

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls on non-discriminatory terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs, contracts and/or standard agreements. In addition, if either Party provides access to roof space or riser capacity in a particular building it owns or controls to another party for the provision of radio-based Telecommunications Services (with the exception of occupancy by pre-existing co-owners of condominium buildings where Ameritech is one of the pre-existing co-owners with another Telecommunications Service provider), the Party providing such access shall make that roof space or riser capacity in that same building available to the other Party on non-discriminatory terms, conditions and prices comparable to those offered to such other party.

16.0 DATABASE ACCESS.

In accordance with Section 271 of the Act, Ameritech shall provide WinStar with interfaces to access Ameritech's databases and associated signaling necessary for the routing and completion of WinStar's traffic. Access to such databases, and the appropriate interfaces, shall be made available to WinStar via a Network Element Bona Fide Request.

17.0 REFERRAL ANNOUNCEMENT.

When a Customer changes its service provider from Ameritech to WinStar, or from WinStar to Ameritech, 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 either the other Party or the Customer for the period specified in Michigan Administrative Rule 484.134. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

18.0 OTHER SERVICES.

WinStar and Ameritech shall provide other services to each other as required under the Act on such terms and conditions as the Parties may agree in separate agreements, including the Agreement by and between WinStar Telecommunications, Inc. and Ameritech for Enhanced 9-1-1 Service dated as of the Effective Date.

GENERAL PROVISIONS

19.0 GENERAL RESPONSIBILITIES OF THE PARTIES.

19.1 Each of Ameritech and WinStar shall use its best efforts to comply with the Implementation Schedule.

19.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. WinStar, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any Ameritech End Office Switches.

19.3 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 28.6.1, the Parties agree that each forecast provided under this Section 19.3 shall be deemed "Proprietary Information" under Section 28.6.

19.4 In addition to and not in lieu of the non-binding forecasts required by Section 19.3, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services provided under this Agreement may request that the other Party enter into negotiations to establish a

forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 28.6.1, the Parties agree that each forecast provided under this Section 19.4 shall be deemed "Proprietary Information" under Section 28.6.

19.5 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 in the standard format compatible with Ameritech's network as referenced in BOC Notes On LEC Networks Practice No. SR-TSV-002275 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 19.2 and 19.3 above. 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.

19.6 Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service, but only for as long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

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

19.8 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.

19.9 Each Party is responsible for administering NXX codes assigned to it.

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

19.11 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.

19.12 Each Party shall program and update its own Central Office Switches and End Office 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.

19.13 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. 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).

19.14 Each Party shall provide, in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 25.4 below).

20.0 TERM AND TERMINATION.

20.1 The initial term of this Agreement shall be two (2) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 20.3.

20.2 Either Party may terminate this Agreement in the event that the other Party (i) fails to pay any amount when due hereunder (excluding Disputed Amounts pursuant to Section 28.11) and fails to cure such nonpayment within sixty (60) days after receipt of written notice thereof; or (ii) fails to perform any other material obligation required to be performed by it pursuant to this Agreement and fails to cure such material nonperformance within forty-five (45) days after written notice thereof.

20.3 If pursuant to Section 20.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 20.3 other than to pay to the other Party any amounts owed under this Agreement.

20.4 Upon termination or expiration of this Agreement in accordance with this Section 20.0:

(a) each Party shall comply immediately with its obligations set forth in Section 28.6.3;

(b) each Party shall continue to perform its obligations and provide the services as described herein until such time as a successor agreement between the Parties is entered into; provided, however, that the Parties shall renegotiate the rates, fees and charges contained herein; and

(c) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

20.5 No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

21.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

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

22.0 CANCELLATION CHARGES.

Except as provided in Section 19.4 and pursuant to a Network Element Bona Fide Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

23.0 NON-SEVERABILITY.

23.1 The services, arrangements, Interconnection, Network Elements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Sections 27.0 and 28.14 of this Agreement.

23.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

24.0 INDEMNIFICATION.

24.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties.

24.2 Except as otherwise provided in Sections 24.3 and 24.4, subject to Section 25.2, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services or functions under this Agreement.

24.3 In the case of any Loss alleged or made by a Customer of either Party, the Party ("Indemnifying Party") whose Customer alleged or made such Loss shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any or all of such Loss alleged by each and every Customer.

24.4 Each Party ("Indemnified Party") shall be indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; or

(2) Claims for patent, trademark, copyright infringement or other infringement of intellectual property rights, arising from the Indemnifying Party's acts combining or using the service furnished by the Indemnified Party in connection with facilities or equipment furnished by the Indemnifying Party or its Customers, agents, subcontractors or others retained by such parties.

24.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Section 24.0. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand for which such Indemnifying Party is or may be responsible and of which the Indemnified Party has knowledge and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such actions or 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.

25.0 LIMITATION OF LIABILITY.

25.1 Except as otherwise provided in Section 24.0, no Party shall be liable to the other Party for any Loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.

25.2 Except for Losses alleged or made by a Customer of either Party, in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section 25.0 shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

25.3 Except for indemnity obligations under Sections 24.2 and 24.4, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

25.4 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 Section 24.2 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

26.0 LIQUIDATED DAMAGES FOR SPECIFIED ACTIVITIES.

26.1 Certain Definitions. When used in this Section 26.0, the following terms shall have the meanings indicated:

26.1.1 "Specified Performance Breach" means the failure by Ameritech to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.

26.1.2 "Specified Activity" means any of the following activities:

- (i) the installation by Ameritech of unbundled Loops for WinStar ("Unbundled Loop Installation");
- (ii) Ameritech's provision of Interim Telecommunications Number Portability ("INP Provisioning"); or

- (iii) the repair of out of service problems for WinStar (“Out of Service Repairs”).

26.1.3 “Performance Criteria” means, with respect to each calendar month during the term of this Agreement, the performance by Ameritech during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) <u>Unbundled Loop Installation</u>	
1-10 Loops per Service Order	5 days from Ameritech’s Receipt of valid Service Order
11-20 Loops per Service Order	10 days from Ameritech’s Receipt of valid Service Order
21+ Loops per Service Order	to be Negotiated
(ii) <u>INP Provisioning</u>	
1-10 Numbers per Service Order	5 days from Ameritech’s Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from Ameritech’s Receipt of valid Service Order
21+ Numbers per Service Order	to be Negotiated
(iii) <u>Out-of-Service Repairs</u>	
	Less than 24 hours from Ameritech’s Receipt of Notification of Out-of-Service Condition

26.2 Specified Performance Breach. In recognition of the (1) loss of Customer opportunities, revenues and goodwill which WinStar might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of WinStar having available to it customer opportunities similar to those opportunities currently available to WinStar; and (3) the difficulty of accurately ascertaining the amount of damages WinStar would sustain in the event of such a Specified Performance Breach, Ameritech agrees to pay WinStar, subject to Section 26.4 below, damages as set forth in Section 26.3 below in the event of the occurrence of a Specified Performance Breach.

26.3 Liquidated Damages. The damages payable by Ameritech to WinStar as a result of a Specified Performance Breach shall be \$75,000 for each Specified Performance Breach (collectively, the “Liquidated Damages”). WinStar and Ameritech agree and acknowledge that

(a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of WinStar and Ameritech at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Liquidated Damages constitute a reasonable approximation of the damages WinStar would sustain if its damages were readily ascertainable; and (c) WinStar shall not be required to provide any proof of the Liquidated Damages.

26.4 Limitations. In no event shall Ameritech be liable to pay the Liquidated Damages if Ameritech's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by WinStar to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Grooming Plan), (b) any delay, act or failure to act by a Customer, agent or subcontractor of WinStar or (c) any Force Majeure Event. If a Delaying Event (i) prevents Ameritech from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of Ameritech's compliance with the Performance Criteria, or (ii) only suspends Ameritech's ability to timely perform the Specified Activity, the applicable time frame in which Ameritech's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

26.5 Sole Remedy. The Liquidated Damages shall be the sole and exclusive remedy of WinStar under this Agreement for Ameritech's breach of the Performance Criteria and a Specified Performance Breach as described in this Section 26.0.

26.6 Records. Ameritech shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. Ameritech shall provide to WinStar such records in a self-reporting format on a monthly basis. Notwithstanding Section 28.6.1, the Parties agree that such records shall be deemed "Proprietary Information" under Section 28.6.

27.0 REGULATORY APPROVAL.

27.1 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or the FCC 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; provided that such rejected portion shall not affect the validity of the remainder of this Agreement.

27.2 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 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 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any final and nonappealable 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 or any applicable provisions of the Act ("Amendment to the Act"), either Party may, by providing written notice to the other Party require that this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act, relating to any of the provisions in this Agreement including any or all of the provisions listed in Section 28.14 of this Agreement. If any such amendment shall be retroactively effective as of the Effective Date 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.

28.0 MISCELLANEOUS.

28.1 Authorization.

28.1.1 Ameritech Information Industry Services, a division of Ameritech Services, Inc., is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Michigan.

28.1.2 WinStar Telecommunications, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of WinStar Wireless of Michigan, Inc.

28.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

28.3 Compliance with the Communications Law Enforcement Act of 1994 ("CALEA"). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

28.4 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.

28.5 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event").

28.6 Confidentiality.

28.6.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party in the same manner in which it holds its own Proprietary Information confidential; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 28.6.2.

28.6.2 If any 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. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 28.6 with respect to all or part of such requirement. 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 obtain.

28.6.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable

efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

28.7 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Michigan without reference to conflict of law provisions.

28.8 Taxes. 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 tax exemption, 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.

28.9 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 party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entry under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. 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.

28.10 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

28.11 Disputed Amounts.

28.11.1 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 within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The

Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.11.2 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.

28.11.3 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 28.11.2, then either Party may file a complaint with the Commission or the FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

28.11.4 The Parties agree that all negotiations pursuant to this Section 28.11 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.11.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

28.12 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service or (c) delivered by telecopy to the following addresses of the Parties:

To WinStar:

WinStar Telecommunications, Inc.
1146 19th St., N.W.
Suite 250
Washington, D.C. 20036
Attn: Robert Berger, Vice-President
Facsimile: 202/530-0977

with a copy to:

Thanos Voreas
Director, Planning and Engineering
WinStar Telecommunication, Inc.
1595 Spring Hill Road
Vienna, Virginia 22182
Facsimile: 703/905-5458

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President - Network Providers
Facsimile: 312/335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 595-1504

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery or (iii) on the date set forth on the confirmation in the case of telecopy.

28.13 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 promotional materials without such Party's prior written consent.

28.14 Section 252(i) Obligations.

28.14.1 If either Party enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement within the State of Michigan to another requesting Telecommunications Carrier, including itself or its Affiliate, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the other Party may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- (1) Interconnection - Section 251(c)(2) of the Act (Section 4.0 and 5.0 of this Agreement); or
- (2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
- (3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- (4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- (5) Collocation - Section 251(c)(6) of the Act (Section 12.0 of this Agreement); or
- (6) Number Portability - Section 251(b)(2) of the Act (Section 13.0 of this Agreement); or
- (7) Access to Rights-of-Way - Section 251(b)(4) of the Act (Section 15.0 of this Agreement).

28.14.2 Ameritech shall make available without unreasonable delay to WinStar any interconnection, service, or network element arrangement which results from an arbitration and is contained in an agreement to which it is a party that is approved by a state commission pursuant to Section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement. Ameritech may not limit the availability of any interconnection, service, or network element only to those requesting carriers servicing a comparable class of subscribers or providing the same service (i.e., local, access, or interexchange) as the original party to the agreement.

28.14.3 The obligations of Section 28.14.2 shall not apply where Ameritech proves to the state commission that:

- (1) the costs of providing a particular interconnection, service, or element to WinStar are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or
- (2) the provision of a particular interconnection, service, or element to WinStar is not technically feasible.

28.14.4 If WinStar elects an interconnection, service, or network element arrangement pursuant to 28.14, and such interconnection, service, or network element arrangement is offered pursuant to a legally effective directive (e.g., an order or opinion of the FCC, the Commission or an arbitration award under the Act) and if Ameritech appeals such legal directive in manner that stays the effectiveness of that directive, then the interconnection, service or network element arrangement will not be available until such time as the stay is lifted.