

M
Case No. U-11178

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

Dated as of August 5, 1996

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Michigan**

and

BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC.

ORIGINAL

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

Dated as of August 5, 1996

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Michigan**

and

BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC.

TABLE OF CONTENTS

	<u>Page</u>
1 0	DEFINITIONS 1
2 0	INTERPRETATION AND CONSTRUCTION 7
3 0	IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES 8
4 0	INTERCONNECTION PURSUANT TO SECTION 251(c)(2) 8
4.1	Scope 8
4.2	Interconnection Points and Methods 8
4.3	Fiber-Meet 9
4.4	Interconnection in Additional LATAs 11
4.5	Technical Specifications 11
4.6	Implementation 12
5 0	TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2) 12
5.1	Scope of Traffic 12
5.2	Switching System Hierarchy 12
5.3	Trunk Group Architecture and Traffic Routing 13
5.4	Signaling 14
5.5	Grades of Service 15
5.6	Measurement and Billing 15
5.7	Reciprocal Compensation Arrangements — Section 251(b)(5) 15
6.0	TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2) 15
6.1	Scope of Traffic 16
6.2	Trunk Group Architecture and Traffic Routing 16
6.3	Meet-Point Billing Arrangements 17
7.0	TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC 17
7.1	BLV/BLVI Traffic 17
7.2	Transit Service 18
8.0	GROOMING PLAN; INSTALLATION MAINTENANCE, TESTING AND REPAIR AND SERVICE INTERVAL PARITY 19
8.1	Grooming Plan 19
8.2	Operation and Maintenance 19
8.3	Installation, Maintenance, Testing and Repair 19
8.4	Service Interval Parity 20

9.0	UNBUNDLED ACCESS — SECTION 251(c)(3)	20
9.1	Local Loop Transmission Types	20
9.2	Port Types	21
9.3	Private Lines and Special Access	21
9.4	Limitations on Unbundled Access	21
9.5	Availability of Other Network Elements on an Unbundled Basis	23
9.6	Provisioning of Unbundled Loops	23
9.7	Maintenance of Unbundled Network Elements	25
10.0	RESALE — SECTIONS 251(c)(4) and 251(b)(1)	25
10.1	Availability of Wholesale Rates for Resale	25
10.2	Availability of Retail Rates for Resale	25
11.0	NOTICE OF CHANGES — SECTION 251(c)(5)	25
12.0	COLLOCATION — SECTION 251(c)(6)	25
13.0	NUMBER PORTABILITY — SECTION 251(b)(2)	27
13.1	Scope	27
13.2	Procedures for Providing INP Through Remote Call Forwarding	27
13.3	Procedures for Providing INP Through Direct Inward Dial Trunks	28
13.4	Procedures for Providing INP Through NXX Migration	28
13.5	Receipt of Terminating Compensation on Traffic to INP'ed Numbers	28
13.6	Pricing For Interim Number Portability	29
14.0	DIALING PARITY — SECTION 251(b)(3)	29
15.0	ACCESS TO RIGHTS-OF-WAY — SECTION 251(b)(4)	29
16.0	DATABASE ACCESS	30
17.0	REFERRAL ANNOUNCEMENT	30
18.0	OTHER SERVICES	30
19.0	GENERAL RESPONSIBILITIES OF THE PARTIES	31
20.0	TERM AND TERMINATION	33
21.0	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	34
22.0	CANCELLATION CHARGES	35
23.0	NON-SEVERABILITY	35
24.0	INDEMNIFICATION	35

25.0	LIMITATION OF LIABILITY	36
26.0	LIQUIDATED DAMAGES FOR SPECIFIED ACTIVITIES	37
26.1	Certain Definitions	37
26.2	Specified Performance Breach	38
26.3	Liquidated Damages	38
26.4	Limitations	39
26.5	Sole Remedy	39
26.6	Records	39
27.0	REGULATORY APPROVAL	39
28.0	MISCELLANEOUS	40
28.1	Authorization	40
28.2	Compliance	40
28.3	Designation of Affiliate	40
28.4	Subcontracting	40
28.5	Independent Contractor	40
28.6	Force Majeure	40
28.7	Confidentiality	41
28.8	Governing Law	42
28.9	Taxes	42
28.10	Non-Assignment	42
28.11	Non-Waiver	42
28.12	Disputed Amounts	42
28.13	Notices	43
28.14	Publicity and Use of Trademarks or Service Marks	44
28.15	Section 252(i) Obligations	44
28.16	Joint Work Product	45
28.17	No Third Party Beneficiaries; Disclaimer of Agency	46
28.18	No License	46
28.19	Dispute Escalation and Resolution	46
28.20	Survival	46
28.21	Scope of Agreement	46
28.22	Entire Agreement	47

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 3.0 Implementation Schedule

Pricing Schedule

Exhibits

Exhibit A Network Element Bona Fide Request

Exhibit B Brooks Fiber/Ameritech Fiber-Meet

**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 August 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and Brooks Fiber Communications of Michigan, Inc., a Michigan corporation with offices at 2855 Oak Industrial Drive, NE, Grand Rapids, Michigan 49506 ("Brooks Fiber").

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective business and residential Customers

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

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

1.0 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement.

1.1 "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 and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

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

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing dated as of April 30, 1996 by and between the Parties.

1.5 "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.

1.6 "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.

1.7 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.8 "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.

1.9 "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.

1.10 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(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.

1.11 "CCS" means one hundred (100) call seconds.

1.12 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to an occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

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

1.15 "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 SS7.

1.16 "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

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

1.18 "Dialing Parity" is As Defined in the Act. As used in this Agreement, "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay.

1.19 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

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

1.21 "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.

1.22 "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.

1.23 "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.

1.24 "Exchange Access" is As Defined in the Act.

1.25 "Exchange Area" means an area, approved by the Commission, for which a distinct local rate schedule is in effect.

1.26 "FCC" means the Federal Communications Commission.

1.27 "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.

1.28 "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 Octet ("3B1O").

1.29 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

1.30 "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 switch at a DS1 level.

1.31 "Interconnection" is As Described in the Act.

1.32 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.33 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.34 "InterLATA" is As Defined in the Act.

1.35 "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).

1.36 "IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic but including interzone calls.

1.37 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.38 "Local Traffic" means those calls as defined by Ameritech's local calling areas, as described in maps, tariffs, or rate schedules filed with and approved by the Commission as of the date of this Agreement.

1.39 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.40 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

1.41 "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).

1.42 "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.

1.43 "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 as agreed to in the Agreement for Switched Access Meet Point Billing.

1.44 "Network Element" is As Defined in the Act.

1.45 "Network Element Bona Fide Request" means the process described on Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.46 "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.

1.47 "Number Portability" is As Defined in the Act.

1.48 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.49 "Party" means either Ameritech or Brooks Fiber, and "Parties" means Ameritech and Brooks Fiber.

1.50 "Port" means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

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

1.52 "Reciprocal Compensation" is As Described in the Act.

1.53 "Routing Point" means a location which a 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 Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location, or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 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 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.

1.54 "Service Control Point" or "SCP" means a Signaling End Point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

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

1.56 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between SEPs. An STP transmits, receives and processes CCIS messages.

1.57 "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.

1.58 "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.

1.59 "Technically Feasible Point" is As Described in the Act.

1.60 "Telecommunications" is As Defined in the Act.

1.61 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.62 "Telecommunications Carrier" is As Defined in the Act.

1.63 "Telecommunications Service" is As Defined in the Act.

1.64 "Telephone Exchange Service" is As Defined in the Act.

1.65 "Telephone Toll Service" is As Defined in the Act.

1.66 "Wire Center" means the occupied portion of a structure in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections 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. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented

from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA on Schedule 3.0. Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs pursuant to Section 4.4 by attaching one or more supplementary schedules to such schedule.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

4.1 Scope

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access 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 as described herein. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section 4.0 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

4.2 Interconnection Points and Methods

4.2.1 In each LATA identified on Schedule 3.0, Brooks Fiber and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Brooks Fiber Wire Centers on Schedule 3.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic within that LATA pursuant to Section 251(c)(2) of the Act.

4.2.2 Interconnection in each LATA shall be accomplished through either (i) a Fiber-Meet as provided in Section 4.3, (ii) Collocation as provided in Section 12.0, (iii) any other Interconnection method provided by applicable tariff, law, rule or regulation, subject to Section 251(c)(2)(B) or (iv) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA.

4.2.3 In addition to any other Interconnection method provided herein, Ameritech shall provide Brooks Fiber Interconnection through tie-cable interconnection in Ameritech's Grand Rapids Bell Central Office and Holland Central Office, as described in Tariff M.P.S.C. No. 20R, Section 2.L.E and in accordance with the terms, conditions and limitations of that certain Settlement Agreement and Release dated April 8, 1996 by and between the Parties (the "Settlement Agreement").

4.3 Fiber-Meet

4.3.1 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. The Parties shall jointly determine and agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system. If the Parties cannot agree on the OLTM, the following decision criteria shall apply to the selection of the OLTM:

- (a) First, the type of OLTM equipment utilized by both Parties within the LATA. Where more than one type of OLTM equipment is used in common by the Parties within the LATA, the Parties shall choose the OLTM equipment in accordance with subsection (c) below;
- (b) Second, the type of OLTM equipment utilized by both Parties anywhere outside the LATA. Where more than one type of OLTM equipment is used in common by the Parties outside the LATA, the Parties shall choose the OLTM equipment in accordance with subsection (c) below; and
- (c) Third, the Party first selecting the type of OLTM equipment shall be determined by lot and the choice to select such OLTM equipment shall thereafter alternate between the Parties.

If Brooks Fiber does not utilize the type of OLTM equipment chosen by Ameritech, Ameritech shall assist Brooks Fiber in procuring such OLTM equipment by making available to Brooks Fiber any available Ameritech discounts from the applicable vendor.

4.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

4.3.3 Brooks Fiber shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the Brooks Fiber Interconnection Wire Center ("BIWC") identified for that LATA in Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

4.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AJWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Brooks Fiber to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the AJWC. Brooks Fiber shall deliver and maintain such strands wholly at its own expense.

4.3.5 Brooks Fiber shall designate a manhole or other suitable entry-way immediately outside the BIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the BIWC. Ameritech shall deliver and maintain such strands wholly at its own expense.

4.3.6 Brooks Fiber shall pull the fiber optic strands from the Brooks Fiber-designated manhole/entry-way into the BIWC and through appropriate internal conduits Brooks Fiber utilizes for fiber optic facilities and shall connect the Ameritech strands to the OLT equipment Brooks Fiber has installed in the BIWC.

4.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AJWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Brooks Fiber strands to the OLT equipment Ameritech has installed in the AJWC.

4.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that which the Party's own fiber exited.

4.3.9 Each Party shall have exclusive use of fifty percent (50%) of the OLT equipment capacity. If either Party should exhaust its capacity in any particular OLT equipment, that Party shall notify the other Party and request additional bandwidth. Such other Party may elect to provide the first Party additional bandwidth from its allocation of capacity in the OLT, or the Parties shall upgrade or expand the SONET transmission system equipment as provided in this Section 4.0 and in the Grooming Plan (as defined in Section 8.1).

4.3.10 Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit B, and engineered, installed, and maintained as described in this Section 4.0 and in the Grooming Plan.

4.3.11 Interconnection 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 4.3.11, "equal in quality" means the same or equivalent interface specifications, installation and repair intervals.

4.3.12 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which subtend that Tandem. Pursuant to Section 5.0, each Party shall establish and maintain separate trunk groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches.

4.3.13 For Fiber-Meet arrangements, each Party will be responsible for providing its own transport facilities to the Fiber-Meet in accordance with the Grooming Plan.

4.4 Interconnection in Additional LATAs

4.4.1 If Brooks Fiber determines to offer Telephone Exchange Services in any other LATA in which Ameritech also offers Telephone Exchange Services, Brooks Fiber shall provide written notice to Ameritech of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.4.2 The notice provided in Section 4.4.1 shall include (i) the initial Routing Point Brooks Fiber has designated in the new LATA; (ii) Brooks Fiber's requested Interconnection Activation Date; and (iii) a non-binding forecast of Brooks Fiber's trunking requirements.

4.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center Brooks Fiber has identified as its initial Routing Point in the LATA as the BIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the BIWC (as measured in airline miles utilizing the V&H coordinates method) as the AJWC in that LATA.

4.4.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is one-hundred fifty (150) days after the date on which Brooks Fiber delivered notice to Ameritech pursuant to Section 4.4.1. Within ten (10) business days of Ameritech's receipt of Brooks Fiber's notice, Ameritech and Brooks Fiber shall confirm the AJWC, the BIWC and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 3.0.

4.5 Technical Specifications

4.5.1 Brooks Fiber and Ameritech shall work cooperatively to install and maintain a reliable network. Brooks Fiber and Ameritech 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.

4.5.2 Brooks Fiber and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.5.3 The following publications describe the practices, procedures, specifications and interfaces generally utilized by Ameritech and are listed herein to assist the Parties in meeting their respective responsibilities related to Electrical/Optical Interfaces:

- (a) Bellcore Technical Publication TR-INS-000342; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;
- (b) Ameritech Technical Publication AM-TR-NIS-000111; Ameritech OC3, OC12 and OC48 Service Interface Specifications; and
- (c) Ameritech Technical Publication AM-TR-NIS-000133; Ameritech OC3, OC12 and OC48 Dedicated Ring Service Interface Specifications.

4.6 Implementation

The Parties shall take all action necessary to implement Interconnection by the applicable Interconnection Activation Date in accordance with the terms and conditions of this Agreement (including the Grooming Plan).

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Switching System Hierarchy

5.2.1 For purposes of this Section 5.0, each of the following Central Office Switches shall be designated as a "Primary Switch":

- (a) Each access Tandem Ameritech operates in the LATA;
- (b) The initial switch Brooks Fiber employs to provide Telephone Exchange Service in the LATA;

- (c) Any access Tandem Brooks Fiber may establish for provision of Exchange Access in the LATA; and
- (d) Any additional switch Brooks Fiber may subsequently employ to provide Telephone Exchange Service in the LATA which Brooks Fiber may at its sole option designate as a Primary Switch; provided that the total number of Brooks Fiber Primary Switches for a LATA may not exceed the total number of Ameritech's Primary Switches for that LATA. To the extent Brooks Fiber chooses to designate any additional switch as a Primary Switch, it shall provide notice to Ameritech of such designation at least ninety (90) days in advance of the date on which Brooks Fiber activates such switch as a Primary Switch.

5.2.2 Each Central Office Switch operated by the Parties which is not designated as a Primary Switch pursuant to Section 5.2.1 shall be designated as a "Secondary Switch".

5.2.3 For purposes of Brooks Fiber routing traffic to Ameritech, sub-tending arrangements between Ameritech Primary Switches and Ameritech Secondary Switches shall be the same as the access Tandem/End Office sub-tending arrangements which Ameritech maintains for those switches. For purposes of Ameritech routing traffic to Brooks Fiber, sub-tending arrangements between Brooks Fiber Primary Switches and Brooks Fiber Secondary Switches shall be the same as the access Tandem/End Office sub-tending arrangements which Brooks Fiber maintains for those switches.

5.2.4 Either Party may unilaterally reclassify its Central Office Switch as either a Primary Switch or Secondary Switch, as the case may be; provided that such Party provides the other Party written notice thereof not less than one hundred and eighty (180) days prior to such reclassification.

5.3 Trunk Group Architecture and Traffic Routing

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

5.3.1 The Local/IntraLATA Trunks shall be configured over either one-way trunks or two-way trunks, as agreed upon by the Parties not less than thirty (30) days (or such longer period as the Parties may agree upon) prior to any applicable Interconnection Activation Date. Each trunk group shall be provisioned as a direct transmission path between each Brooks Fiber Primary Switch and each Ameritech Primary Switch.

5.3.2 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) at any time exceeds the traffic volume threshold as set forth in the Grooming Plan, the Parties shall within sixty (60) days after such occurrence establish direct trunk groups to the applicable End Office(s), consistent with the grades of service and quality parameters set forth in the Grooming Plan; provided nothing in this Section 5.3 shall require a Party to establish new direct trunk groups to the End Office(s) on or before the date which is one hundred and twenty (120) days after the applicable Interconnection Activation Date, provided, however, that if such traffic volume threshold is exceeded within such one hundred and twenty (120) day period, such Party shall establish such direct trunk groups on the date which is the later of (i) sixty (60) days after such occurrence or (ii) one hundred and twenty-one (121) days after the Interconnection Activation Date.

5.4 Signaling

5.4.1 Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party for CCIS signaling in accordance with its applicable tariffs. During the term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for SS7 queries (Transactional Capabilities Application Part ("TCAP") and ISUP) made for Local Traffic.

5.4.2 The following publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective responsibilities related to Signaling:

- (a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling.
- (b) Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications.

5.4.3 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 will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

5.4.4 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

kpbs clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Grooming Plan.

5.6 Measurement and Billing

5.6.1 For billing purposes, to differentiate between Local Traffic and IntraLATA Toll Traffic transmitted and routed over the Local/IntraLATA Trunks, each Party shall pass available signal or message information, including Calling Party Number (CPN) information, on each call carried over the Local/IntraLATA Trunks. All calls exchanged without such identifiers shall be billed as either Local Traffic or IntraLATA Toll Traffic in accordance with a statistical methodology to be agreed upon by the Parties.

5.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation seconds for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

5.7 Reciprocal Compensation Arrangements — Section 251(b)(5)

5.7.1 Reciprocal Compensation applies for the transport and termination of Local Traffic billable by Ameritech or Brooks Fiber which a Telephone Exchange Service Customer originates on Ameritech's or Brooks Fiber'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 rate set forth in the Pricing Schedule. If Brooks Fiber avails itself pursuant to Section 28.15 of different rates, terms and conditions and such rates, terms and conditions provide a rate for the transport and termination of Local Traffic, the Parties agree that such rate shall apply to each Party's transport and termination of Local Traffic.

5.7.2 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.

5.7.3 Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.6.

**6.0 TRANSMISSION AND ROUTING OF EXCHANGE
ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between Brooks Fiber Telephone Exchange Service Customers and Interexchange Carriers.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks 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 Brooks Fiber's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Brooks Fiber's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be either one-way trunks or two-way trunks, as agreed upon by the Parties, connecting an End Office Switch Brooks Fiber utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which Ameritech access Tandem(s) will be subtended by each Brooks Fiber End Office Switch. Except as otherwise agreed by the Parties, or as required by the FCC or the Commission, each Brooks Fiber End Office Switch may subtend the access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch. A single Brooks Fiber End Office Switch is not required to subtend multiple access Tandems, even in those cases where such End Office Switch serves multiple Rate Centers. However, in those cases where a Brooks Fiber End Office Switch serves multiple Rate Centers, Brooks Fiber shall establish logical trunk groups between each such End Office Switch and/or each access Tandem.

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

6.3 Meet-Point Billing Arrangements

Meet-Point Billing arrangements between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet Point Billing and shall be billed at each Party's applicable switched access rates.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 BLV/BLVI Traffic

7.1.1 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, 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, and a charge shall apply whether or not the called party releases the line.

7.1.2 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.

7.1.3 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.

7.1.4 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 Section 4.0, consistent with the Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth on the Pricing Schedule.

7.1.5 For purposes of this Section 7.1, each Party agrees that it shall make available to the other Party, at such other Party's sole option, any BLV/BLVI arrangement (i) such Party offers to another LEC or ILEC at the same rates, terms and conditions provided to such other LEC or ILEC or (ii) at the rates and on the terms and conditions set forth in applicable tariffs or in an order of the FCC or the Commission that is generally applicable to such other Party.

7.2 Transit Service

7.2.1 In addition to the Interconnection and other services provided to Brooks Fiber by Ameritech under this Agreement that are required under the Act, the Parties agree to provide to each other Transit Service on the terms and conditions set forth in this Section 7.2.

7.2.2 "Transit Service" means the delivery of certain traffic between a Party (the "Transited Party") and a third party LEC or ILEC by the other Party (the "Transiting Party") over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from the Transited Party to such third party LEC or ILEC and (ii) IntraLATA Toll Traffic originated from such third party LEC or ILEC and terminated to the Transited Party where the Transiting Party carries such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

7.2.3 The Parties shall compensate each other for Transit Service as follows:

- (a) The Transited Party shall pay the Transiting Party for Local Traffic and IntraLATA Toll Traffic such Transited Party originates over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating third party LEC or ILEC imposes or levies on the Transiting Party for the delivery or termination of such traffic, including any switched access charges; and
- (b) The Transiting Party shall pay the Transited Party for IntraLATA Toll Traffic terminated to the Transited Party from such third party LEC or ILEC (where the Transiting Party delivers such traffic pursuant to the Commission's primary toll carrier plan or other similar plan) at such Transited Party's applicable switched access rates.

7.2.4 While the Parties agree that it is the responsibility of each third party LEC or ILEC to enter into arrangements to deliver Local Traffic to Brooks Fiber, they acknowledge that because such arrangements are not currently in place, the interim arrangement set forth in this Section 7.2 is necessary to ensure traffic completion.

7.2.5 The Parties expect that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate TCAP message to facilitate full interoperability and billing functions. In all cases, the Transited Party is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both the Transiting Party and the terminating LEC or ILEC to facilitate the billing process to the originating network.

7.2.6 For purposes of this Section 7.2, each Party agrees that it shall make available to the other Party, at such other Party's sole option, any transiting arrangement (i) such