

Paul M. Fuglie
Vice President
Regulatory and Governmental Affairs



100 Communications Drive
P.O. Box 49
Sun Prairie, WI 53590-0049

Phone: 608-837-1732
FAX: 608-837-1128
E-mail: Paul.Fuglie@verizon.com

July 6, 2004

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Ms. Lynda L. Dorr, Secretary to the Commission
Public Service Commission of Wisconsin
PO Box 7854
Madison, WI 53707-7854

Re: Adoption of Interconnection Agreement Pursuant to Section 252(i) of the }
Telecommunications Act of 1996 between Verizon North, Inc. ("Verizon") } 05-TI-
and Studiotech llc ("Studiotech") }

Enclosed for filing with the Commission is a copy of the executed 252 (i) adoption letter and Appendix 1. Studiotech llc ("Studiotech") is adopting the terms of the arbitrated Interconnection Agreement between AT&T Communications of Wisconsin Inc. ("AT&T") and Verizon that was approved by the Public Service Commission of Wisconsin (the "Commission") as an effective agreement in the state of Wisconsin in Docket No. 265-MA-102/2180-MA-100.

I have been authorized by Studiotech, (order for certification approved April 30, 2004 Docket/Case number 5778-NC-100), to submit this filing to the Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Commission's jurisdiction in this matter. An electronic copy of the adoption letter and Appendix 1 have been transmitted to Mr. Ken Barth of the Public Service Commission of Wisconsin (PSCW) on July 6, 2004.

If you have questions relating to this matter, I can be contacted at the above numbers.

Very Truly Yours,

/s/ Paul M. Fuglie

Paul M. Fuglie

c: Mr. James Bertram, President
Studiotech llc
N2186 Torke Road
Adell, WI 53001

Ken Barth – PSCW – electronic notification

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets



Wholesale Markets
600 Hidden Ridge, HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719-1519
john.c.peterson@verizon.com

June 22, 2004

James Bertram
President
Studiotech llc
N2186 Torke Rd
Adell, WI 53001

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Bertram:

Verizon North Inc., f/k/a GTE North Incorporated (“Verizon”), a Wisconsin corporation, with principal place of business at 8001 West Jefferson, Ft. Wayne, Indiana 46804, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), Studiotech llc (“Studiotech”), a Wisconsin corporation, with principal place of business at N2186 Torke Rd, Adell, Wisconsin 53001, wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of Wisconsin Inc. (“AT&T”) and Verizon that was approved by the Wisconsin Public Service Commission (the “Commission”) as an effective agreement in the State of Wisconsin in Docket No. 265-MA-102/2180-MA-100, as such agreement exists on the date hereof after giving effect to operation of law (the “Terms”). I understand Studiotech has a copy of the Terms. Please note the following with respect to Studiotech’s adoption of the Terms.

1. By Studiotech’s countersignature on this letter, Studiotech hereby represents and agrees to the following five points:
 - (A) Studiotech adopts (and agrees to be bound by) the Terms of the AT&T/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that

Studiotech shall be substituted in place of AT&T Communications of Wisconsin Inc. and AT&T in the Terms wherever appropriate.

- (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission (“FCC”) on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 (“Triennial Review Order”), the decision of the U.S. Court of Appeals for the D.C. Circuit in its Opinion and Order in United States Telecom Association v. Federal Communications Commission, 359 F.3d 554 (D.C. Cir. 2004) (“USTA II”), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51.
- (C) Notice to Studiotech and Verizon as may be required under the Terms shall be provided as follows:

To: Studiotech llc
Attention: James Bertram
President
N2186 Torke Rd
Adell, WI 53001
Telephone Number: 920-994-2388
Facsimile Number: 920-994-9990
Internet Address: jamesr.bertram@bertramcorporation.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- (D) Studiotech represents and warrants that it is a certified provider of local telecommunications service in the State of Wisconsin, and that its adoption of the Terms will cover services in the State of Wisconsin only.
 - (E) In the event an interconnection agreement between Verizon and Studiotech is currently in effect in the State of Wisconsin (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - (F) Verizon's standard pricing schedule for interconnection agreements in the State of Wisconsin (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to Studiotech's adoption of the Terms. Studiotech should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. Studiotech's adoption of the arbitrated AT&T Terms shall become effective on July 6, 2004. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Studiotech as to points (A), (B), (C), (D), (E), and (F) of paragraph one above. The term and termination provisions of the AT&T/Verizon agreement shall govern Studiotech's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on February 5, 2005.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No.

265-MA-102/2180-MA-100, or to seek review in any way of any provisions included in these Terms as a result of Studiotech's 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 265-MA-102/2180-MA-100 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny Studiotech's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to Studiotech are greater than the costs of providing them to AT&T;
 - (b) if the provision of the Terms to Studiotech is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to Studiotech under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should Studiotech attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against Studiotech under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an “Insolvency Proceeding”), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Studiotech’s adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of Studiotech resulting from Studiotech’s adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

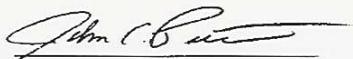
⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Studiotech to sign this letter in the space provided below and return it to Verizon.

Sincerely,

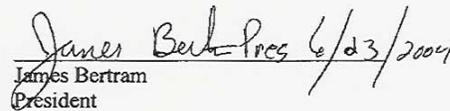
VERIZON NORTH INC.



John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

STUDIOTECH LLC



James Bertram
President

c: K. Robertson – Verizon

APPENDIX 1^{1 2}
V1.3

I. Rates and Charges for Transport and Termination of Traffic³

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0055240 per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0085210 per minute of use.**

B. The Tandem Transit Traffic Service Charge is **\$0.0031480 per minute of use.**

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) –For each DS1 equivalent volume⁴ (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

¹ In the event this Appendix 1 refers to a service that is not available under the Terms, the Terms shall control. Nothing in this Appendix 1 shall be deemed to require Verizon to provide a service that the Terms do not require Verizon to provide.

² Certain of the rates and charges set forth within, as indicated by an “diamond” (◆), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Terms between GTE and AT&T Communications, which was approved by the Commission in an Order dated December 12, 1996, in Docket Nos. 265-MA-102 and 2180-MA-100. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Terms that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission’s Order in Docket Nos. 265-MA-102 and 2180-MA-100, to the extent such Order established the arbitrated rates, shall be deemed an arbitration decision associated with the Terms.

³ All rates and charges specified herein are pertaining to the Interconnection Provisions of the Terms.

⁴ A CCS busy hour equivalent of 200,000 combined minutes of use.

II. Services Available for Resale

The avoided cost discount for all Resale services is 18.45%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

| | |
|-------------------------------------|----------|
| CLEC Account Establishment Per CLEC | \$273.09 |
| Customer Record Search Per Account | \$ 11.69 |

Ordering and Provisioning

| | |
|--|----------|
| Engineered Initial Service Order (ISO) - New Service | \$311.98 |
| Engineered Initial Service Order - As Specified | \$123.84 |
| Engineered Subsequent Service Order | \$ 59.61 |
| Non-Engineered Initial Service Order - New Service | \$ 42.50 |
| Non-Engineered Initial Service Order - Changeover | \$ 21.62 |
| Non-Engineered Initial Service Order - As Specified | \$ 82.13 |
| Non-Engineered Subsequent Service Order | \$ 19.55 |
| Central Office Connect | \$ 12.21 |
| Outside Facility Connect | \$ 68.30 |
| Manual Ordering Charge | \$ 12.17 |

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

| | |
|----------------|----------|
| Engineered | \$ 35.48 |
| Non-Engineered | \$ 12.59 |

Coordinated Conversions:

| | |
|-----------------------------|----------|
| ISO | \$ 17.76 |
| Central Office Connection | \$ 10.71 |
| Outside Facility Connection | \$ 9.59 |

Hot Coordinated Conversion First Hour:

| | |
|-----------------------------|----------|
| ISO | \$ 30.55 |
| Central Office Connection | \$ 42.83 |
| Outside Facility Connection | \$ 38.34 |

Hot Coordinated Conversion per Additional Quarter Hour:

| | |
|-----------------------------|---------|
| ISO | \$ 4.88 |
| Central Office Connection | \$ 9.43 |
| Outside Facility Connection | \$ 8.37 |

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Studiotech orders any service from these Terms.

Customer Record Search applies when Studiotech requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Studiotech. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Studiotech. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Studiotech's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if Studiotech requests service prior to the standard due date intervals.

Coordinated Conversion applies if Studiotech requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Studiotech requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop

| | | |
|--|----|---------|
| 2 Wire Analog Loop (inclusive of NID) | \$ | 32.00* |
| 4 Wire Analog Loop (inclusive of NID) | \$ | 50.00 ♣ |
| 2 Wire Digital Loop (inclusive of NID) | \$ | 32.00 ♣ |
| 4 Wire Digital Loop (inclusive of NID) | \$ | 50.00 ♣ |
| DS-1 Loop | \$ | 171.19 |
| DS-3 Loop | \$ | 1122.95 |

Supplemental Features:

| | | |
|------------------------------|----|-------|
| ISDN-BRI Line Loop Extender | \$ | 4.50 |
| DS1 Clear Channel Capability | \$ | 24.00 |

Sub-Loop

| | | |
|--|----|-------|
| 2-Wire Feeder | \$ | 13.26 |
| 2-Wire Distribution (inclusive of NID) | \$ | 31.96 |
| 4-Wire Feeder | \$ | 28.23 |
| 4-Wire Distribution (inclusive of NID) | \$ | 57.47 |
| 2-Wire Drop (inclusive of NID) | \$ | 5.23 |
| 4-Wire Drop (inclusive of NID) | \$ | 5.47 |
| Inside Wire | | BFR |

Network Interface Device (leased separately)

| | | |
|--------------------|----|--------|
| Basic NID: | \$ | 1.30 ♣ |
| Complex (12 x) NID | \$ | 1.40 ♣ |

Switching Port

| | | |
|----------------------------------|----|---------|
| Basic Analog Line Side Port | \$ | 3.37 |
| Coin Line Side Port | \$ | 7.39 |
| ISDN BRI Digital Line Side Port | \$ | 18.11 |
| DS-1 Digital Trunk Side Port | \$ | 48.00 ♣ |
| ISDN PRI Digital Trunk Side Port | \$ | 252.39 |

Usage Charges (must purchase Port)

| | | |
|---|----|---------|
| Local Central Office Switching (Overall Average MOU) | \$ | .005524 |
| Common Shared Transport | | |
| Transport Facility (Average MOU/ALM) | \$ | .000012 |
| Transport Termination (Average MOU/Term) | \$ | .000151 |
| Tandem Switching (Average MOU) | \$ | .002889 |

| | | |
|----------------------------------|--|------|
| Terminating to Originating Ratio | | 1.00 |
|----------------------------------|--|------|

* Wisconsin Tariff, P.S.C. of W. No. 5

Dedicated Transport Facilities

| | |
|------------------------------------|--------------|
| CLEC Dedicated Transport | |
| CDT 2 Wire | \$ 32.00◆ |
| CDT 4 Wire | \$ 50.00◆ |
| CDT DS1 | |
| First System | \$ 300.00◆ |
| Additional System | \$ 150.00◆ |
| CDT DS3 Optical Interface | \$ 1,125.00 |
| CDT DS3 Electrical Interface | \$ 1,500.00◆ |
| Interoffice Dedicated Transport | |
| IDT DS0 Transport Facility per ALM | \$ 0.26 |
| IDT DS0 Transport Termination | \$ 10.72 |
| IDT DS1 Transport Facility per ALM | \$ 4.07 |
| IDT DS1 Transport Termination | \$ 40.00◆ |
| IDT DS3 Transport Facility per ALM | \$ 38.38 |
| IDT DS3 Transport Termination | \$ 201.74 |
| Multiplexing | |
| DS1 to Voice Multiplexing | \$ 179.96 |
| DS3 to DS1 Multiplexing | \$ 500.00◆ |
| DS1 Clear Channel Capability | \$ 24.00 |

Unbundled Dark Fiber

| | |
|--|----------|
| Unbundled Dark Fiber Loops/Sub-Loops | |
| Dark Fiber Loop | \$ 67.13 |
| Dark Fiber Sub-Loop – Feeder | \$ 53.17 |
| Dark Fiber Sub-Loop – Distribution | \$ 13.96 |
| Unbundled Dark Fiber Dedicated Transport | |
| Dark Fiber IDT –Facility | \$ 24.80 |
| Dark Fiber IDT –Termination | \$ 6.34 |
| Intermediate Office Cross Connect | TBD |

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Terms (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Terms plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Terms plus UNE Vertical Services charges (optional per line charges, if allowed by the Terms).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

Line Splitting⁵

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

⁵ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

NON-RECURRING CHARGES - LOOP & PORT

| | | |
|--|----|--------|
| Service Ordering (Loop or Port) | | |
| Initial Service Order, per order | \$ | 47.25♣ |
| Transfer of Service Charge, per order | \$ | 16.00♣ |
| Subsequent Service Order, per order | \$ | 24.00♣ |
| Installation | | |
| Unbundled Loop, per loop | \$ | 9.75♣ |
| Unbundled Port, per port | \$ | 9.75♣ |
| Loop Facility Charge, per order (See Note 1) | \$ | 53.50♣ |

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNE's

| LOCAL WHOLESALE SERVICES | Ordering 100% Manual | Ordering Semi- Mech. | Provisioning Initial Unit | Provisioning Addtl Unit |
|---|----------------------------|----------------------------|---------------------------------|-------------------------------|
| UNBUNDLED NID | | | | |
| Exchange – Basic | \$ 27.06 | \$ 18.83 | \$ 33.99 | N/A |
| UNBUNDLED SUB-LOOP | | | | |
| Exchange - FDI Feeder Interconnection - Initial | \$ 36.32 | \$ 26.88 | \$ 46.20 | \$ 24.97 |
| Exchange - FDI Feeder Interconnection - Subsequent | \$ 15.01 | \$ 11.83 | \$ 16.99 | \$ 7.22 |
| Exchange - FDI Distribution Interconnection - Initial | \$ 36.32 | \$ 26.88 | \$ 61.90 | \$ 30.36 |
| Exchange - FDI Distribution Interconnection - Subsequent | \$ 15.01 | \$ 11.83 | \$ 16.99 | \$ 7.22 |
| Exchange - Serving Terminal Interconnection - Initial | \$ 36.32 | \$ 26.88 | \$ 28.99 | \$ 15.51 |
| Exchange - Serving Terminal Interconnection - Subsequent | \$ 15.01 | \$ 11.83 | \$ 13.23 | \$ 6.41 |
| UNBUNDLED DARK FIBER | | | | |
| Advanced - Service Inquiry Charge | \$405.65 | \$405.65 | N/A | N/A |
| Advanced - Interoffice Dedicated Transport - Initial | \$ 64.57 | \$ 64.57 | \$267.28 | \$224.28 |
| Advanced - Unbundled Loop - Initial | \$ 64.57 | \$ 64.57 | \$261.86 | \$220.43 |
| Advanced - Sub-Loop Feeder - Initial | \$ 64.57 | \$ 64.57 | \$261.86 | \$220.43 |
| Advanced - Sub-Loop Distribution - Initial | \$ 64.57 | \$ 64.57 | \$264.84 | \$216.19 |
| Dark Fiber Records Review (with reservation) | TBD | | | |
| Intermediate Office Cross Connect | TBD | | | |
| Dark Fiber Optional Engineering Services | TBD | | | |
| ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement) | | | | |
| Advanced (2-wire and 4-wire) - Basic - Initial | \$ 88.39 | \$ 56.13 | \$ 9.75 | N/A |
| Advanced (2-wire and 4-wire) - Basic - Subsequent | \$ 38.02 | \$ 21.89 | \$ 9.75 | N/A |
| DS1/DS3 - Initial | \$ 97.94 | \$ 65.68 | \$ 9.75 | N/A |
| DS1/DS3 - Subsequent | \$ 38.02 | \$ 21.89 | \$ 9.75 | N/A |
| DS3 to DS1 Multiplexer | N/A | N/A | \$450.00 | N/A |
| DS1 to DS0 Multiplexer | N/A | N/A | \$800.00 | N/A |
| CHANGEOVER CHARGE - (Conversion from Special Access to EELs or Transport) | | | | |
| Advanced - Basic (2-wire and 4-wire) Changeover (As Is) | \$161.87 | \$ 99.77 | \$ 41.64 | N/A |
| Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only | \$ 7.52 | \$ 4.56 | \$ 41.64 | N/A |
| Advanced - Complex (DS1 and above) Changeover (As Is) | \$179.37 | \$117.27 | \$ 41.64 | N/A |
| Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only | \$ 7.52 | \$ 4.56 | \$ 41.64 | N/A |

LOOP CONDITIONING
(No charge for loops 12,000 feet or less)

| | | | | |
|--|-----|-----|------------|----------|
| Loop Conditioning - Bridged Tap | N/A | N/A | \$ 886.59 | \$ 28.84 |
| Loop Conditioning - Load Coils | N/A | N/A | \$1,098.10 | \$ 53.24 |
| Loop Conditioning - Load Coils / Bridged Tap | N/A | N/A | \$1,397.02 | \$ 82.08 |

UNE PLATFORM

| | | | | |
|--|----------|----------|----------|----------|
| Exchange - Basic - Initial | \$ 31.57 | \$ 22.13 | \$ 28.23 | \$ 26.58 |
| Exchange - Basic - Subsequent | \$ 16.44 | \$ 13.26 | \$ 1.08 | \$ 1.08 |
| Exchange - Basic - Changeover | \$ 19.93 | \$ 15.54 | \$ 0.90 | \$ 0.90 |
| Exchange - Complex Non-Digital - Initial | \$ 41.35 | \$ 27.53 | \$162.41 | \$ 31.70 |
| Exchange - Complex Non-Digital - Subsequent (Port Feature) | \$ 16.44 | \$ 13.26 | \$ 5.89 | \$ 5.89 |
| Exchange - Complex Non-Digital - Subsequent (Switch Feature Group) | \$ 20.82 | \$ 13.26 | \$ 22.73 | \$ 22.73 |
| Exchange - Complex Non-Digital - Changeover (As Is) | \$ 22.35 | \$ 17.96 | \$ 3.61 | \$ 3.61 |
| Exchange - Complex Non-Digital - Changeover (As Specified) | \$ 30.08 | \$ 21.31 | \$ 20.97 | \$ 3.61 |
| Exchange - Complex Digital - Initial | \$ 41.35 | \$ 27.53 | \$205.75 | \$ 28.18 |
| Exchange - Complex Digital - Subsequent (Port Feature) | \$ 16.44 | \$ 13.26 | \$ 5.15 | \$ 5.15 |
| Exchange - Complex Digital - Subsequent (Switch Feature Group) | \$ 20.82 | \$ 13.26 | \$ 22.73 | \$ 22.73 |
| Exchange - Complex Digital - Changeover (As Is) | \$ 22.35 | \$ 17.96 | \$ 4.18 | \$ 4.18 |
| Exchange - Complex Digital - Changeover (As Specified) | \$ 30.08 | \$ 21.31 | \$ 80.98 | \$ 4.18 |
| Advanced - Complex - Initial | \$ 48.35 | \$ 34.53 | \$681.24 | \$303.66 |
| Advanced - Complex - Subsequent | \$ 20.82 | \$ 13.26 | \$ 65.81 | \$ 48.47 |
| Advanced - Complex - Changeover (As Is) | \$ 24.06 | \$ 19.67 | \$ 51.51 | \$ 34.17 |
| Advanced - Complex - Changeover (As Specified) | \$ 37.08 | \$ 28.31 | \$ 82.31 | \$ 64.97 |

INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)

| | | | | |
|---|----------|----------|-----------|-----|
| Advanced - Basic (2-wire and 4-wire) - Initial | \$ 95.49 | \$ 63.01 | \$ 428.58 | N/A |
| Advanced - Basic (2-wire and 4-wire) - Subsequent | \$ 45.12 | \$ 28.77 | \$ 58.20 | N/A |
| Advanced - Complex (DS1 and above) - Initial | \$105.04 | \$ 72.56 | \$584.49 | N/A |
| Advanced - Complex (DS1 and above) - Subsequent | \$ 45.12 | \$ 28.77 | \$ 86.80 | N/A |

CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)

| | | | | |
|--|----------|----------|----------|-----|
| Entrance Facility/Dedicated Transport DS0 - Initial | \$ 95.49 | \$ 63.01 | \$390.08 | N/A |
| Entrance Facility/Dedicated Transport DS0 - Subsequent | \$ 45.12 | \$ 28.77 | \$ 58.20 | N/A |
| Entrance Facility/Dedicated Transport DS1/DS3 - Initial | \$105.04 | \$ 72.56 | \$515.03 | N/A |
| Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent | \$ 45.12 | \$ 28.77 | \$ 86.80 | N/A |
| Clear Channel Capability | N/A | N/A | \$ 90.00 | N/A |

COORDINATED CONVERSIONS

| | | | | |
|--|----------|----------|-----|-----|
| Exchange - Standard Interval - Per Qtr. Hour | \$ 30.72 | \$ 30.50 | N/A | N/A |
| Exchange - Additional Interval - Per Qtr. Hour | \$ 26.97 | \$ 26.75 | N/A | N/A |
| Advanced - Standard Interval - Per Qtr. Hour | \$ 22.92 | \$ 22.69 | N/A | N/A |
| Advanced - Additional Interval - Per Qtr. Hour | \$ 21.12 | \$ 20.89 | N/A | N/A |

HOT-CUT COORDINATED CONVERSIONS**(Only available for 2-wire analog loops)**

| | | | | |
|--|----------|----------|-----|-----|
| Exchange - Standard Interval - Per Hour | \$108.80 | \$108.57 | N/A | N/A |
| Exchange - Additional Interval - Per Qtr. Hour | \$ 26.97 | \$ 26.75 | N/A | N/A |
| Advanced - Standard Interval - Per Hour | \$ 83.43 | \$ 83.20 | N/A | N/A |
| Advanced - Additional Interval - Per Qtr. Hour | \$ 21.12 | \$ 20.89 | N/A | N/A |

CUSTOMIZED ROUTING

| | | | |
|-----|-----|-----|-----|
| BFR | BFR | BFR | BFR |
|-----|-----|-----|-----|

EXPEDITES

| | | | | |
|-------------------|----------|----------|-----|-----|
| Exchange Products | \$ 3.36 | \$ 3.36 | N/A | N/A |
| Advanced Products | \$ 25.80 | \$ 25.80 | N/A | N/A |

OTHER

| | | | | |
|---|----------|----------|-----|-----|
| Customer Record Search (per account) | \$ 4.21 | N/A | N/A | N/A |
| CLEC Account Establishment (per CLEC) | \$166.32 | \$166.32 | N/A | N/A |
| Design Change Charge - EELs and Transport | \$ 27.00 | \$ 27.00 | N/A | N/A |

LINE SHARING - CLEC OWNED SPLITTER

| | | | | |
|---------------------------------------|----------|----------|----------|----------|
| CLEC Splitter Connection - Initial | \$ 32.19 | \$ 22.52 | \$ 53.04 | \$ 47.29 |
| CLEC Splitter Connection - Subsequent | \$ 13.24 | \$ 9.83 | \$ 14.49 | \$ 13.53 |

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Studiotech orders any service from these Terms.

Customer Record Search applies when Studiotech requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Studiotech requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Studiotech requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Studiotech requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

See State Tariff.

V. Collocation Rates

See Wisconsin Local Network Access Tariff, P.S.C. W5, Section 5.18.6.