



Firstar Plaza
 Post Office Box 2113
 Madison, Wisconsin 53701-2113
 Tel 608.251.5000
 Fax 608.251.9166
 www.quarles.com

Attorneys at Law in:
 Chicago (Quarles & Brady LLC)
 Milwaukee
 Naples
 Phoenix
 West Palm Beach

05-TE-427

December 22, 2000

VIA HAND DELIVERY

Ms. Lynda L. Dorr
 Secretary to the Commission
 Public Service Commission of Wisconsin
 610 N. Whitney Way
 P.O. Box 7854
 Madison, WI 53707-7854

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 WISCONSIN PUBLIC SERVICE
 COMMISSION

RE: Application for Approval of Interconnection and
 Collocation Agreement Between Wood County Telephone
 Company and Charter FiberLink, LLC

Dear Ms. Dorr:

Enclosed please find the original and five copies of the
 Interconnection and Collocation Agreement Between Wood County
 Telephone Company and Charter FiberLink, LLC. Wood County
 Telephone Company hereby requests approval pursuant to 47 U.S.C.
 § 252 of this Interconnection and Collocation Agreement.

I have been authorized by Charter FiberLink, LLC to submit
 the enclosed agreement for Commission approval pursuant to 47
 U.S.C. § 252(e). I hereby certify that a copy of this filing has
 been served via hand delivery on Charter FiberLink, LLC, c/o
 David G. Walsh, Foley & Lardner, Verex Plaza, Madison, Wisconsin
 53703 on December 22, 2000.

In addition, we have enclosed the original and five copies
 of the Withdrawal of Petition for Arbitration of Charter
 FiberLink, LLC and Joint Request for Termination of Proceedings
 executed by both parties.

Very truly yours,

QUARLES & BRADY LLP

Anthony A. Tomaselli
 Anthony A. Tomaselli

AAT:mms
 971015.70011

Enclosures

cc: Wood County Telephone Company (w/encl.)
 David Walsh, Esq. (w/encl.)

Contract No. (Contract Number)

INTERCONNECTION AND COLLOCATION AGREEMENT

BETWEEN

WOOD COUNTY TELEPHONE COMPANY

AND

CHARTER FIBERLINK, LLC

RECEIVED
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AGREEMENT

THIS AGREEMENT is made by and between Wood County Telephone Company ("WCTC"), a Wisconsin corporation, and Charter FiberLink LLC ("FiberLink"), a Delaware limited liability company and shall be deemed effective as of the date established by the Commission. This Agreement may refer to either WCTC or FiberLink or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, WCTC is a local exchange telecommunications company authorized to provide telecommunications services in the State of Wisconsin; and

WHEREAS, FiberLink is an alternative local exchange telecommunications company authorized to provide telecommunications services in the State of Wisconsin; and

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and collocation.

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, WCTC and FiberLink hereby covenant and agree as follows:

ARTICLE I. SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the state for purposes of interconnection, collocation and the exchange of traffic between their respective end-user customers. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Public Service Commission of Wisconsin (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to WCTC's cost recovery covered in this Agreement. WCTC's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain rates, terms, and conditions contained herein are not required by law.

The services and facilities to be provided to FiberLink by WCTC in satisfaction of this Agreement may be provided pursuant to WCTC tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to supersede any rates and terms and conditions of this Agreement. WCTC will provide FiberLink with thirty (30) days advance notice of any changes in WCTC's practices. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

ARTICLE II. DEFINITIONS

Terms may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the effective date of this Agreement.

1. General Definitions

Except as otherwise specified herein, the following definitions shall apply to all Articles and Attachments contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Attachment, the definition set forth in the specific Article or Attachment shall control with respect to that Article or Attachment.

1.1 Access Service Request (ASR)

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

1.2 Act

The Communications Act of 1934, as amended, 47 U.S.C. §151 *et seq.*

1.3 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.4 Answer Supervision

An off-hook supervisory signal.

1.5 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.6 Automatic Location Identification (ALI)

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the Party providing local service) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to WCTC's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to Automatic

Number Identification (ANI) from a 9-1-1 call. Also, from this database, WCTC will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point (PSAP) to route the call.

1.7 Automatic Number Identification (ANI)

The number transmitted through the network identifying the charged entity.

1.8 Basic Local Exchange Service

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to third party operator and directory assistance services; access to emergency services (E-911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.9 Bill-and-Keep Arrangement

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

1.10 Bona Fide Request (BFR)

Process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

1.11 Business Day

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

1.12 Call Content Interception

An interception of a communication, including its content (*e.g.*, a wiretap carried out pursuant to a valid court order).

1.13 Call Information Interception

Accessing dialing or signaling information that identifies the origin, direction, destination, or termination of a communication generated or received by a subscriber by means of any equipment, facility, or service of a telecommunications carrier (*e.g.*, a pen register or trap-and-trace surveillance).

1.14 Central Office Switch

A switching device (circuit or packet) used to provide telecommunications services including (a) End office switches which are Class 5 switches from which end-user Local Exchange Services are directly connected and offered, and (b) tandem office switches which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches. Central Office Switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4). Such switching devices may be a collection of components, and in any case shall have the capability of directly connecting two end-users.

1.15 Commission

The Public Service Commission of Wisconsin.

1.16 Common Channel Signaling (CCS)

A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.17 Competitive Local Exchange Carrier (CLEC)

Any company or person authorized to provide local exchange services in competition with an ILEC.

1.18 Compliance

Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.19 Currently Available

Existing as part of WCTC's network at the time of the requested order or service and does not include any service, feature, function or capability that WCTC either does not provide to itself or to its own end-users, or does not have the capability to provide.

1.20 Custom Local Area Signaling Service Features (CLASS)

CLASS Features are certain CCS-based features available to end-users. CLASS features include, but are not limited to: Automatic Call Back; Automatic Recall; Call Trace; Call Number Deliver; and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

1.21 Customer

WCTC or FiberLink, depending on the context and which Party is receiving the service from the other Party.

1.22 Customer Proprietary Network Information (CPNI)

CPNI, as used in the Agreement, is defined as in Section 222(f)(1) of the Act, 47 U.S.C. §222(f)(1).

1.23 DS-1

A service carried at a digital signal rate of 1.544 Mbps.

1.24 DS-3

A service carried at a digital signal rate of 44.736 Mbps.

1.25 E-911 Service

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's ANI to the PSAP where the ANI is used to retrieve and display the ALI on a terminal screen at the answering attendant's position.

1.26 Electronic File Transfer

A system or process which utilizes an electronic format and protocol to send/receive data files.

1.27 Exchange Service

All basic access line services, or any other services offered to end-users which provide end-users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end-users to place or receive calls to all other stations on the PSTN.

1.28 Expanded Interconnection Service (EIS)

A service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at WCTC's wire centers and tandems and interconnect those facilities with the facilities of WCTC.

1.29 FCC

The Federal Communications Commission.

1.30 Hazardous Chemical

As defined in the U.S. Occupational Safety and Health Administration (OSHA) hazard communication standard (29 C.F.R. §1910.1200), any chemical which is a health hazard or physical hazard.

1.31 Hazardous Waste

As described in Resource Conservation Recovery Act (RCRA), any solid waste which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration, or physical or chemical characteristics.

1.32 Incumbent Local Exchange Carrier (ILEC)

Any local exchange carrier that, as of February 8, 1996, (i) was providing telephone exchange service and (ii) was deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations or the successor or assign of such a local exchange carrier.

1.33 Information Service Traffic

Traffic that is originated by an end-user of one Party and terminates to an information service provider (as that term is defined by the FCC) served by the other Party and that otherwise would qualify as Local Traffic under this Agreement.

1.34 Interconnection Point (IP)

The physical point on the network where the two Parties interconnect. The IP is the demarcation point between WCTC and FiberLink ownership of the transmission facility.

1.35 Inter-exchange Carrier (IXC)

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and/or authorized by the state to provide Inter- and/or IntraLATA long distance communications services within the state.

1.36 Interim Number Portability (INP)

The delivery of Local Number Portability (LNP) capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

1.37 Inter-network Facilities

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.38 ISDN User Part (ISUP)

A part of the Signaling System 7 (SS7) protocol that defines call setup messages and call takedown messages.

1.39 Line Information Database (LIDB)

One or all, as the context may require, of the Line Information databases owned individually by WCTC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by WCTC and other entities. A LIDB also contains validation data for collect and third-number-billed calls; *e.g.*, billed number screening.

1.40 Local Access and Transport Area (LATA)

A geographic area for the provision and administration of communications service; *i.e.*, IntraLATA or InterLATA.

1.41 Local Exchange Carrier (LEC)

Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.42 Local Exchange Routing Guide (LERG)

The Telcordia reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.43 Local Number Portability (LNP)

The ability of users of telecommunications services to retain, within their original exchange areas, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.44 Local Traffic

Traffic that is originated by an end-user of one Party and terminates to the end-user of the other Party physically within WCTC's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end-users a local calling scope, Extended Area Service (EAS), beyond their basic exchange serving area. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or terminates to or through an

enhanced service provider or information service provider. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

1.45 Main Distribution Frame (MDF)

The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

1.46 Meet-Point Billing (MPB)

Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.

1.47 Mid-Span Fiber Meet

An interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon IP.

1.48 Multiple Exchange Carrier Access Billing (MECAB)

Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS as ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

1.49 Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface

A document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the CLC of the ATIS. The MECOD document, published by ATIS as SR-STIS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.

1.50 911 Service

A universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.51 North American Numbering Plan (NANP)

The system of telephone numbering employed in the United States, Canada, Bermuda, and certain Caribbean administrations in which every station in the area served by the plan is identified by a unique ten-digit address consisting of a three-digit NPA Code, a three-digit Central Office Code of the form NNX/NXX, and a four-digit line number of the form XXXX.

1.52 Numbering Plan Area (NPA)

Also sometimes referred to as an area code, is the three-digit code that occupies the "A," "B," and "C" positions in the 10-digit NANP format that applies throughout the area served by the NANP. In the NANP, NPAs are classified as either geographic or non-geographic. Geographic NPAs are NPAs, which correspond to discrete geographic areas within the area served by the NANP. Non-geographic NPAs are NPAs which do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements not limited by geographic boundaries. The common examples are NPAs in the N00 format, *e.g.*, 800.

1.53 NXX, NXX Code, Central Office Code or CO Code

The sub-NPA Code in a telephone number, *i.e.*, digits D-E-F of a 10-digit NANP area address. Central Office Codes are in the form "NXX," where N is a number from 2 to 9 and X is a number from 0 to 9. Central Office Codes may also be referred to as "NXX Codes."

1.54 Parity

"Parity" means the provision by WCTC of services and functionalities under this Agreement to FiberLink, including provisioning and repair for similar services, on a basis no less favorable than such services and functionalities offered to WCTC, its Affiliates or any other entity that obtains such services or functionalities from WCTC.

1.55 Party/Parties

WCTC and/or FiberLink.

1.56 Point of Termination

Denotes the point of demarcation at which one Party's responsibility for transmission ends and the other Party's responsibility begins.

1.57 Provider

WCTC or FiberLink depending on the context and which Party is providing the service to the other Party.

1.58 Public Safety Answering Point (PSAP)

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.59 Rate Center

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end-user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.60 Routing Point

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.61 Service Control Point (SCP)

The node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.62 Service Switching Point (SSP)

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.63 Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.64 Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs, and other STPs in order to set up calls and to query databases for advanced services.

1.65 Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.66 Small Exchange Carrier Access Billing (SECAB)

Refers to the document prepared by the Billing Committee of the OBF, which functions under the auspices of the CLC of the ATIS. The SECAB document, published by ATIS, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

1.67 Switched Access Service

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access, and 900 access services.

1.68 Synchronous Optical Network (SONET)

Synchronous Transport Signal (STS) or Optical Channel (OC) connections between LECs.

1.69 Telcordia

Telcordia Technologies, Inc., an SAIC company, is one of the world's largest providers of operations support systems, network software and consulting and engineering services to the telecommunications industry. Telcordia is headquartered in Morristown, New Jersey, U.S., with offices throughout the United States, Europe, Central and South America, and Asia Pacific.

1.70 Telecommunications Services

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.71 Transfer of Service

A charge applied to Local Service Requests (LSRs) which involve account changes (*e.g.*, CLEC to CLEC transfers).

1.72 Transit Traffic

Any traffic other than Switched Access Service traffic, that originates from one telecommunications carrier's network, transits another telecommunications carrier's network, and terminates to yet another telecommunications carrier's network.

1.73 Wire Center

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center also can denote a building in which one or more central offices, used for the provision of exchange services and access services, are located.

ARTICLE III. GENERAL PROVISIONS

1. Scope of General Provisions

Except as may otherwise be set forth in a particular Article or Attachment of this Agreement, in which case the provisions of such Article or Attachment shall control, these General Provisions apply to all Articles and Attachments of this Agreement.

2. Term and Termination

2.1 Term

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be three (3) years from the effective date of this Agreement. Parties shall start to negotiate a new agreement one hundred eighty (180) days prior to expiration date.

2.2 Survivability

Except in the case of termination as a result of either Party's default, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption (a) under the terms of this Agreement during any applicable negotiation and arbitration period specified in Section 252 of the Act; or (b) under a new agreement voluntarily executed by the Parties. If the Parties do not reach an agreement, the service arrangements may continue without interruption pursuant to, at FiberLink's option, (x) standard terms and conditions approved and made generally effective by the Commission, if any; (y) tariff terms and conditions made generally available to all CLECs; or (z) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

- 2.3.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- 2.3.2 A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- 2.3.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 4 of this Article.

2.4 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Written consent under this Section 4 shall not be unreasonably withheld or delayed; further, it shall be unreasonable to withhold or delay consent wherever an assignment is made in connection with the transfer, pledge, or assignment of this Agreement as security for any financing with financial institutions. However, it shall not be unreasonable to withhold consent (a) in the case of an assignee which, in either Party's good faith judgment, is not capable of carrying out all obligations and duties under the Agreement, or (b) WCTC determines in good faith that the assignment would negatively affect its rural exemption.

All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

5. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

6. Responsibility for Payment

6.1 One Party may charge the other Party and the other Party will pay the first Party a deposit before the first Party is required to perform under this Agreement if the other Party has not established a good payment history with the first Party and if consistent with the first Party's normal requirements. The deposit requirement will be implemented on a non-discriminatory basis. Such deposit will be calculated based on the first Party's estimated two-month charges to the other Party using the other Party's forecast of services. Interest will be paid on the

deposit in accordance with state requirements for end-user deposits. A deposit shall be returned after twelve consecutive months of on time payment without any late payment charges.

6.2 Throughout the Term, any time one Party has been sent two (2) delinquency notification letters by the other Party, the deposit amount shall be re-evaluated based upon the delinquent Party's actual billing totals and shall be increased if the delinquent Party's actual billing average for a two (2) month period exceeds the deposit amount held. This provision shall not apply with respect to any amounts that are subject to a pending dispute under the provisions of Section 9 of this Article.

6.3 Unless otherwise stated, each Party will render monthly bill(s) to the other for interconnection, facilities, products, and services provided hereunder at the rates set forth in Attachment 1, or as set forth in applicable tariffs.

7. CLEC Profile

Before orders can be taken, the CLEC Profile must be completed and returned; and, if required, an advanced deposit paid. FiberLink will provide WCTC with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA). FiberLink agrees to warrant to WCTC that it is a certified provider of telecommunications service. FiberLink will document its Certificate of Operating Authority on the CLEC Profile and agrees to update this CLEC Profile as required to reflect its current certification.

8. Contact Exchange

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

9. Billing and Payment

Except as provided elsewhere in this Agreement and where applicable, in conformance with SECAB guidelines (or at a Party's option for its own billing, MECAB) and MECOD, FiberLink and WCTC agree to exchange all information to accurately, reliably, and properly order and bill for features, functions, and services rendered under this Agreement.

9.1 Payment of Charges

Each Party is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations. If a Party (the "Billed Party") fails to pay when due any and all charges billed under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than thirty (30) calendar days after the bill date of such Unpaid Charges excepting previously disputed charges

for which the Billed Party may withhold payment, the other Party (the "Billing Party") shall notify the Billed Party in writing that it must pay all Unpaid Charges to the Billing Party within seven (7) Business Days. If the Billed Party disputes the billed charges, it shall, within said seven (7) day period, inform the Billing Party in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to the Billing Party all undisputed charges. The Billed Party also may dispute paid charges pursuant to Section 9.2 hereof. The Billing Party may discontinue service to the Billed Party upon failure to pay undisputed charges as provided in this Section 9.1, and shall have no liability to the Billed Party or the Billed Party's end-users in the event of such disconnection.

9.2 Dispute

In addition to the provisions for disputing charges pursuant to Section 9.1, if the Billed Party disputes all or part of a billing statement issued by the Billing Party, the Billed Party shall notify the Billing Party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

9.3 Dispute Resolution

The Parties shall diligently work toward resolution of issues relating to disputed charges. If FiberLink and WCTC are unable, within thirty (30) Business Days after any charge is disputed, to resolve issues related to the disputed charges, then either FiberLink or WCTC may follow the procedures set forth in Section 16 of this Article to resolve those issues. Upon resolution of any dispute hereunder, if the Billed Party owes payment it shall make such payment to the Billing Party to include any late payment charge under Section 9.4, calculated based upon the original payment due date. If the Billed Party owes no payment, but has previously paid the Billing Party such disputed payment, then the Billing Party shall credit such payment including any late payment charges, plus interest from the date of payment at the rate specified in Section 9.4 for late payments.

9.4 Late Payment Charge

If any undisputed amount due on the billing statement is not received by the Billing Party on the payment due date, the Billing Party shall calculate and assess, and the Billed Party agrees to pay, at the Billed Party's option, a charge on the past due balance at an interest rate equal to the lesser of (i) the amount allowed by WCTC's PSC Tariff 1, Section 2.4.1 (C).(2) or the amount allowed by National Exchange Carrier Association (NECA) Tariff No. 5, Section 2.4.1(C).(2A), in accordance with the service ordered. or (ii) the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

9.5 Due Date

Payment is due thirty (30) calendar days from the bill date.

9.6 Audits

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data, and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

10. Binding Effect

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

11. Capacity Planning and Forecasting

Within sixty (60) days from the effective date of this Agreement, the Parties agree to develop joint planning and forecasting responsibilities which are applicable to local services, including INP, and interconnection services. Such responsibilities shall include but are not limited to the following:

- 11.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
- 11.2 Each Party will furnish to the other Party information that provides for area-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts. Neither Party shall be required to process any orders from the other Party until the other Party has provided its initial forecasts under this Section 11.2. The Parties agree that WCTC shall not be required to provide a forecast to FiberLink until FiberLink has provided a forecast to WCTC.
- 11.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.
- 11.4 Each Party shall notify the other Party promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period, within sixty (60) days of the date that it is determined that such a change will occur.

12. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

13. Confidential Information

13.1 Identification

Either Party may disclose to the other proprietary or confidential information, including but not limited to customer account data, technical, drawings, proposals, specifications, or business information in written, graphic, oral, or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, all materials and data provided pursuant to Section 11 hereof, preorders and all orders for services placed by FiberLink pursuant to this Agreement, and information that would constitute customer proprietary network information of FiberLink end-user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to FiberLink end-users, whether disclosed by FiberLink to WCTC or otherwise acquired by WCTC in the course of its performance under this Agreement, and FiberLink information submitted to WCTC in connection with such responsibilities shall be deemed Confidential Information of FiberLink for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

13.2 Handling

In order to protect such Confidential Information from improper disclosure, each Party agrees:

13.2.1 That all Confidential Information shall be and shall remain the exclusive property of the source;

13.2.2 To limit access to such Confidential Information to contractors, agents, and other persons who have signed a nondisclosure agreement that requires compliance with the terms of this Section 13, and authorized employees of either Party, who have a need to know the Confidential Information for performance of this Agreement;

13.2.3 To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received

Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

13.2.4 Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

13.2.5 To return promptly any copies of such Confidential Information to the source at its request; and

13.2.6 To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

13.3 Exceptions

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

13.4 Survival

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

14. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's end-user customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

15. Reimbursement of Expenses

In performing under this Agreement, WCTC may be required or may have the option to incur "Costs and Expenses" (*i.e.*, expenditures and costs, including labor costs and a

reasonable contribution to WCTC's common costs) that are not included in rates charged under this Agreement. Those Costs and Expenses allocated to FiberLink under this Section 15 shall be billed and paid according to Article III, Section 9 and FiberLink shall have no obligation to pay any other Costs and Expenses. All disputes under this Section 15 shall be resolved according to Article III, Section 16. Costs and Expenses shall be allocated as follows:

- 15.1 If responsibility for particular Costs and Expenses is governed by any applicable law or any applicable regulation of the FCC or the Commission, the Parties shall follow such law or regulation to allocate such Costs and Expenses.
- 15.2 Where no such law or regulation is applicable, FiberLink shall be responsible only for its proportionate share of such Costs and Expenses. Prior to incurring any Costs and Expenses pursuant to this Section, WCTC shall provide FiberLink with a good faith estimate of the total, and FiberLink's proportionate share, of such Costs and Expenses. As to Costs and Expenses that will be incurred for projects or activities that are initiated by FiberLink, FiberLink shall have the right to approve or disapprove any such Costs and Expenses. As to Costs and Expenses that will be incurred for projects or activities that are initiated either by industry groups or by WCTC, if FiberLink does not agree with WCTC's estimate of the total or FiberLink's proportionate share, FiberLink and WCTC shall engage in good faith negotiations concerning the Costs and Expenses to be borne by FiberLink. If the Parties cannot reach agreement, the matter shall be subject to the provisions of Section 16 of this Article.

16. Dispute Resolution

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement, as to charges for services and facilities furnished under this Agreement or as to the proper implementation of this Agreement, either Party may request mediation of the dispute by the Commission. If the Commission does not agree to mediate the dispute, the Parties will attempt to appoint a mutually agreeable mediator. If the Parties are unable to resolve the dispute through the mediation process within thirty (30) days of the date that mediation is requested or, in the event that the Commission does not agree to mediate, if the Parties are unable to agree on a mediator within ten (10) days of the date on which the Commission denies the request to mediate, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

17. Entire Agreement

This Agreement and the document entitled "Stipulation" (the "Stipulation") attached as Exhibit C to the Joint Motion for Summary Judgment in the matters entitled "Application of Charter FiberLink LLC for Authority to Further Extend Service Territory for Local Exchange Services," Docket No. 3355-NC-103, and "Application for Interconnection Between Wood County Telephone Company and Charter FiberLink LLC," Docket No. 05-TI-322 (both matters before the Public Service Commission of Wisconsin), constitute

the entire agreement of the Parties pertaining to the subject matter of this Agreement and the Stipulation and supersede all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement and the Stipulation other than those specifically set forth herein and in the Stipulation. In the event there is a conflict between any term of this Agreement and any term of the Stipulation, the provisions shall be construed to give the greatest possible effect to the intent of each of the Agreement and the Stipulation. In the event a conflict still exists following such construction, this Agreement shall control, but only with respect to the specific provisions as to which there is a conflict and any such conflict shall not constitute a waiver or otherwise negate any other provision of the Stipulation.

18. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

19. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or acts of God, war, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction, or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

20. Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

21. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

22. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

23. Independent Contractor Relationship

When performing tasks under this Agreement, each Party's employees shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules, and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

24. Law Enforcement Interface

- 24.1 In cases where FiberLink provides its own switching facilities, with respect to requests for call content interception or call information interception directed at FiberLink's end-user customer, WCTC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an end-user of the other Party, the Party initially contacted shall direct the agency to the other Party.
- 24.2 If a law enforcement agency seeking to intercept call information of a subject end-user that is being served via INP arrangements such that the Party serving that end-user is unable to fulfill a request of a law enforcement agency, the Party shall notify both the law enforcement agency and, except to the extent that the law enforcement agency requests that such notification not be provided, the other Party. The Parties agree to cooperate to meet law enforcement agency requirements in the circumstances described in this Section.
- 24.3 Notwithstanding 24.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.
- 24.4 To the extent WCTC has an extension or exemption of any of the requirements of the Communications Assistance for Law Enforcement Act, ("CALEA"), Public Law No. 103- 414, 10g Stat. 4279 (1994), under, respectively, CALEA Section 107(c), 47 U.S.C. §1006(c) or CALEA Section 109(b), 47 U.S.C. §1008(b), WCTC has no duty to provide any technical capability to law enforcement agencies for call content interception or call information interception involving FiberLink's customers that require the capability or capabilities covered by the extension or exemption.

- 24.5 When the Parties work jointly in security matters, each Party will refer the law enforcement agency to or contact the other Party's designated point of contact for law enforcement agencies on a seven days a week/twenty-four hours a day basis.
- 24.6 In non-emergency situations without a valid court order involving the other Party's customers, each Party will inform law enforcement agencies requesting interception assistance to contact the other Party's designated point of contact for law enforcement.
- 24.7 Any requests by one Party for assistance with call content interception or call information interception not involving a law enforcement agency shall also be made by that Party to the other Party's designated point of contact for law enforcement agencies. Assistance with such requests shall be subject to any and all limitations imposed by CALEA Section 105, 47 U.S.C. §1004, or Part 64, Subpart U of the FCC's rules, 47 C.F.R. §64.2106. Such requests shall include nuisance call requests. Under no circumstances should either Party direct an end-user customer to contact the other Party directly.
- 24.8 A Party's charges for providing such services as stated above for the other Party's customers will be billed to the other Party.
- 24.9 Except as provided above, a Party will have no involvement in the law enforcement interface on behalf of the other Party.

25. Liability and Indemnity

25.1 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

25.2 Limitation of Liability

Except in cases of gross negligence or willful misconduct, each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the Party may recover, including those under Section 15 above, for the services, or facilities for the month during which the claim of liability arose. Except in cases of gross negligence or willful misconduct, under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, of the other Party including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay,

error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services, or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

25.3 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

26. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

27. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

28. Notices

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile, which shall be effective if sent before 5:00 p.m. Central Time on that day, or if sent after 5:00 p.m., it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section:

If to WCTC: Wood County Telephone
Douglas J. Wenzlaff
440 East Grand Avenue
PO Box 8045
Wisconsin Rapids, WI 54495-8045
(715) 421-8111 (voice)
(715) 423-0840 (facsimile)

with a copy (which shall not constitute notice) to:

Anthony Tomaselli, Esq.
Firststar Plaza
P.O. Box 2113
Madison, Wisconsin 53701
(608) 251-5000 (voice)
(608) 251-9166 (facsimile)

If to FiberLink: Charter FiberLink, LLC
Attention: Jerold Lambert, Esq.
Vice President and Senior Counsel
Regulatory and Telephony
12444 Powerscourt Drive
Suite 100
St. Louis, Missouri 63131-3660
(314) 543-2560 (voice)
(314) 965-6640 (facsimile)

with a copy (which shall not constitute notice) to:

J.G. Harrington, Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
(202) 776- 2000 (voice)
(202) 776-2222 (facsimile)

29. Protection

29.1 Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the

employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

29.2 Resolution

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility, or equipment.

30. Publicity

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both WCTC and FiberLink.

31. Regulatory Agency Control

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. No provision of this Agreement shall be deemed to be modified unless such modification is required pursuant to Section 32 hereof.

32. Changes in Legal Requirements

In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule and 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 Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may, by providing written notice to the other Party, require, to the extent there are provisions in the Agreement that are affected, that such provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in the Agreement. If any such amendment to this Agreement affects any rates or charges of services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis from the date of the request to change such provision including the right to seek a surcharge before the applicable regulatory authority, but in no case shall the retroactive period be more than one year. If such new provision(s) are not renegotiated within ninety (90) days after such notice, either Party may petition for arbitration under Section 252 of the Act.

In the event of an Amendment to the Act that results in a material change in the law or materially affects the ability of a Party to perform a material obligation under this Agreement, either Party may, after the ninety (90) day renegotiation period, terminate the Agreement without penalty or liability upon written notice to the other Party subject to the requirements of Section 2.2 hereof.

33. Effective Date

This Agreement will be effective only upon execution by both Parties and approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for all purposes will be as established by the Commission approval order.

34. Regulatory Matters

Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

If either Party does not provide necessary filing materials within ninety (90) days of execution of this Agreement, any contract signatures will no longer be effective. If both Parties determine to proceed with filing, negotiations between the Parties will resume.

35. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

36. Reserved for Future Use

37. Subcontractors

Either Party may enter into subcontracts with third parties or affiliates for the performance of any of its duties or obligations under this Agreement, provided that no such subcontract shall affect the identity of the Provider of services under this Agreement.

38. Taxes

Any state, county or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the

other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

38.1 Tax

A charge which is statutorily imposed by the federal, state, county, or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/county/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

38.2 Fees/Regulatory Surcharges

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting Party.

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E-311/311, and Commission surcharges.

Universal service surcharges shall not be charged to either Party unless specifically imposed on services provided under this Agreement, or explicitly applicable to services obtained under tariffs referenced in this Agreement.

39. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, copyrighted material, service mark, or trademark of the other Party.

40. Waiver

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

41. Service Standards

The Parties shall satisfy all service standards, specifications, performance requirements, technical requirements, and performance standards (Performance Standards) that are specified in this Agreement or are required by law or regulation. In addition, WCTC's performance under this Agreement shall be provided to FiberLink and will be at Parity with the performance WCTC provides itself for like service(s).

42. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

43. Tariffs

If either Party files a tariff or makes another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to FiberLink or WCTC) that will or is intended to supersede a provision of this Agreement (a "WCTC/FiberLink Interconnect Tariff"), such Party shall (i) consult with the other Party reasonably in advance of such filing about the form and substance of such WCTC/FiberLink Interconnect Tariff, (ii) provide to such other Party its proposed WCTC/FiberLink Interconnect Tariff and obtain such other Party's agreement on the form and substance of such WCTC/FiberLink Interconnect Tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such WCTC/FiberLink Interconnect Tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If the Parties are unable to agree upon the provisions of the WCTC/FiberLink Interconnect Tariff, the matter shall be resolved according to Section 16 of this Article. Nothing in this Section 43 shall be construed to grant a Party any right to review any tariff filing of the other Party other than the WCTC/FiberLink Interconnect Tariff, other than as provided under Applicable Law.

ARTICLE IV. COORDINATED SERVICE ARRANGEMENTS

1. Liability of WCTC

1.1 FiberLink Tariffs or Contracts

FiberLink shall, in its tariffs or other contracts for services provided to its end-users using services or facilities obtained from WCTC, provide that in no case shall WCTC be liable to FiberLink's end-users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by FiberLink of the possibility of such damages. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship with FiberLink's end-users.

1.2 No Liability for Errors

A Party is not liable for mistakes unless directly caused by that Party, that appear in listings, and other information databases, or for incorrect referrals of end-users to the other Party for any ongoing service, sales or repair inquiries. For purposes of this Section 1.2, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of the Parties or their employees or agents.

2. Reserved for Future Use

3. Unlawful Use of Service

Services or facilities provided by any Party pursuant to this Agreement shall not be used by the other Party or its end-users for any purpose in violation of law. Each Party shall be responsible to ensure that its and its end-users' use of services or facilities provided hereunder complies at all times with all applicable laws. A Party may refuse to furnish service to the other Party or disconnect particular services or facilities provided under this Agreement to the other Party or, as appropriate, the other Party's end-user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service or facilities is prohibited by law or (ii) the first Party is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the first Party is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to the other Party, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the first Party the written finding of a court, then upon request of the other Party and agreement to pay restoral of service charges and other applicable service charges, the first Party shall promptly restore such service.

4. Letter of Agency

- 4.1 The Parties shall provide access to end-user customer record information containing CPNI, without requiring the requesting Party to provide a Letter of Agency ("LOA"), based on the requesting Party's blanket representation that the subscriber has authorized the Party to obtain such CPNI.
- 4.2 The Parties agree to obtain an authorization from the end-user prior to requesting CPNI for that end-user, and to request end-user CPNI only when the end-user has specifically given permission to receive CPNI.
- 4.3 The Parties agree that they will conform to applicable FCC and Commission regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party. The Parties agree that, for purposes of verification of customer authorization for provision of CPNI to the requesting Party, the requesting Party will obtain documentation of verification of customer authorization by one of the methods described in Section 64.1120 of the FCC's rules (47 C.F.R. §64.1120). Should the method of verification be in the form of an LOA, the form and content of the LOA will be consistent with Section 64.1130 of the FCC's rules (47 C.F.R. §64.1130), including revisions made to allow for electronic signatures. Any aspects of the FCC's Section 64.1120 verification requirements or Section 64.1130 LOA form and content requirements that are applicable to preferred carrier changes will be modified to address the release of CPNI. For purposes of this Section, Sections 64.1120 and 64.1130 shall be as amended by the FCC's Third Report and Order in CC Docket No. 94-129, FCC 00-255 released on August 15, 2000, and any successor revisions adopted by the FCC.

5. Pre-Ordering

The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.

- 5.1 Access to retail CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection until after the end-user requests that his or her Local Service Provider be changed to that Party, and an end-user authorization for release of CPNI complies with conditions as described in Section 4 of this Article.
- 5.2 Telephone number assignment;
- 5.3 Service address verification.

6. Ordering

The Parties shall use LSRs to request services relating to end-users. ASRs shall be used to order network interconnection services.

The Parties' ordering procedures will be based upon the principles of the Local Service Ordering Guidelines (LSOG) and the Access Service Ordering Guidelines (ASOG). Attached hereto as Attachment 4 are the initial forms of the LSR and the ASR. The Parties further agree that these forms are consistent with the requirements of the LSOG and the ASOG.

7. Customer Contacts

Except as otherwise provided in this Agreement or as agreed to in a separate writing by a Party each Party shall provide the exclusive interface with its end-user customers in connection with the marketing or offering of its services. Except as otherwise provided in this Agreement, in those instances in which one Party's personnel are required pursuant to this Agreement to interface directly with the other Party's end-users, such personnel shall not identify themselves as representing the first Party. All forms, business cards, or other business materials furnished by one Party to the other Party's end-users shall be generic in nature. In no event shall one Party's personnel, acting on behalf of the other Party pursuant to this Agreement, provide information to the other Party's end-users about the first Party's products or services unless authorized in writing by the other Party. Use of uniforms or branded vehicles shall not be a violation of this Section.

8. Transfer of Service Announcements

Both Parties shall provide transfer of service announcements to end-users in conjunction with local exchange service in accordance with their customary practices for end-users who change telephone numbers.

9. Misdirected Calls

The Parties will employ the following procedures for handling any misdirected calls (*e.g.*, business office, repair bureau, etc.):

- 9.1 To the extent the correct service provider can be determined, each Party will refer misdirected calls to the proper Party providing the local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 9.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.
- 9.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market services.

10. 911/E-911 Arrangements

10.1 Description of Service

Ameritech is the 911 provider for the WCTC service area. The Party providing the switching function for an end-user is responsible for providing 911 call routing. FiberLink is responsible for connecting to Ameritech 911 tandem and populating the 911 database. FiberLink must make its own arrangements for routing 911 calls and populating the 911 database.

10.2 General Requirements:

Basic 911 and E-911 access from the Party providing local switching shall be provided in accordance with the following:

10.2.1 WCTC and FiberLink shall conform to all state regulations concerning emergency services.

10.2.2 For E-911, both FiberLink and WCTC shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Each Party shall validate and maintain data with the appropriate database administrator.

10.2.3 E-911 and INP

All FiberLink lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. FiberLink must insure that the ALI record will contain both the FiberLink number and WCTC ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. WCTC shall cooperate with FiberLink to ensure that 911 service is fully available to all FiberLink end-users whose telephone numbers have been ported from WCTC, consistent with state provisions.

10.3 Liability

WCTC will not be liable for errors with respect to 911/E-911 services except for its gross negligence or willful misconduct as addressed in applicable tariffs.

11. Telephone Relay Service

Local and IntraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its customers.

12. Directory Listings and Directory Distribution

FiberLink will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with WCTC's directory publication

company. WCTC will provide reasonable notice to FiberLink of the deadlines for providing directory information required for directory listings and subscriber mailing.

12.1 Listings

FiberLink agrees to supply WCTC on a regularly scheduled basis, at no charge, and in a format designated by WCTC, all listing information for FiberLink's subscribers who wish to be listed in any WCTC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require WCTC to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with WCTC's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as WCTC's listings.

12.2 Distribution

Upon directory publication, WCTC will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.

FiberLink will supply WCTC on or before the directory close date with all required subscribers' mailing information including non-listed and non-published subscriber mailing information, to enable WCTC to perform its distribution responsibilities.

ARTICLE V. INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by this Article

The rates, terms, and conditions contained within this Article were negotiated as a whole and each rate, term, and condition within the Article is interdependent with the other rates, terms, and conditions.

1.1 Types of Services

This Article governs the provision of inter-network facilities (*i.e.*, physical interconnection services and facilities), MPB by WCTC to FiberLink or by FiberLink to WCTC and the transport and termination and billing of local, and jointly provided Interexchange Carrier (IXC) access between WCTC and FiberLink. The services and facilities described in this Article shall be referred to in this Article V as the "Services."

1.1.1 Each Party may initiate orders for trunk-side interconnection services by sending an ASR to the other Party. The ASR will be reviewed by receiving Party for validation and correction of errors. Errors will be referred back to requesting Party.

2. Billing and Rates

2.1 Service Ordering, Service Provisioning, and Billing

FiberLink will order services for interconnection, directly from WCTC through a fax. The following describes generally the processes WCTC will use for ordering, provisioning, and billing for interconnection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing, and maintenance shall be governed by the WCTC Guide, a copy of which has been provided to FiberLink.

2.2 Rates and Charges

Each Party agrees to pay to the other Party the rates and charges for the services provided by the other Party set forth in the applicable attachments to this Agreement. The Parties' rates and charges are set forth in Attachment 1 to this Agreement and made a part hereof.

2.3 Billing

Each Party shall render to the other Party a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the

initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

2.4 Billing Specifications

At each Party's option, billing requirements or outputs shall be consistent with SECAB (or at the Party's option for its own billing, MECAB).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of the call disconnect by the calling or called subscriber, whichever occurs first.

2.4.2 Conversation Minutes of Use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. Conversation MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

3. Transport and Termination of Traffic

3.1 Traffic to be Exchanged

The Parties shall reciprocally terminate local, IntraLATA toll, and jointly provided IXC traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with CLECs and wireless service providers that are interconnected to the WCTC tandem pursuant to the compensation arrangement specified in Section 3.3 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation for Exchange of Traffic

3.2.1 Mutual Compensation. The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic and Information Service Traffic (collectively, "Local Compensation Traffic") on each other's network. The Parties agree that charges for transport and termination of Local Traffic on their respective networks are as set forth in Attachment 1 to this Agreement. The process set forth below for determining the mutual compensation for termination of Local Compensation Traffic also is described in flowchart format in Attachment 2 to this Agreement.

3.2.1.1 The Parties agree to use a Bill-and-Keep Arrangement with respect to all Local Compensation Traffic unless (i) either Party

terminates more than 100,000 minutes of Local Compensation Traffic in a month; and (ii) a traffic study indicates, in the aggregate, that either Party is terminating more than sixty percent (60%) of the total Local Compensation Traffic exchanged between the Parties. If these requirements are met, then the provisions of Section 3.2.1.2 shall apply to determine whether compensation shall be due. Either Party may request that a traffic study be performed no more frequently than once a quarter.

- 3.2.1.2 If the conditions for applying this Section 3.2.1.2 are met, the Parties shall make a good faith effort to identify and separately measure the Local Traffic and Information Service Traffic they terminate on their networks. If, after such separation, the Parties determine that, in the aggregate, either Party is terminating more than sixty percent (60%) of Local Traffic exchanged between the Parties, either Party may notify the other that mutual compensation for Local Traffic will commence pursuant to Section 3.2.1 and following such notice it shall begin and continue for the duration of the Term of this Agreement unless (i) the conditions for applying this Section 3.2.1.2 no longer are met; or (ii) a subsequent traffic study shows that neither Party is terminating more than sixty percent (60%) of Local Traffic exchanged between the Parties. If compensation is determined pursuant to this Section 3.2.1.2, compensation for Information Service Traffic shall be pursuant to a Bill-and-Keep Arrangement.
- 3.2.1.3 Nothing in this Section 3.2.1 shall be interpreted to (i) permit a Party to charge mutual compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork trunks or access traffic; or (ii) allow either Party to aggregate traffic other than Local Compensation Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in Section 3.2.1.1.
- 3.2.1.4 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points and that the location of intermediate equipment or providers or the protocols used to transmit the call within a Party's network shall not change the jurisdiction of any call. Except for foreign exchange service the Parties each agree not to assign telephone numbers from an NPA/NXX to any end-user physically located outside the rate center with which the NPA/NXX is associated. If either Party offers foreign exchange service, that Party must identify such lines to the other Party. If either Party does make such an assignment, including foreign exchange assignments, traffic originated or terminated by such an end-user will not be subject

to the compensation provisions of this Section 3.2.1, but shall be subject to the terms of this Agreement concerning access traffic. Notwithstanding the foregoing, until the number of foreign exchange lines provided by a Party in the WCTC exchange area exceeds 25, calls to and from such lines shall be treated in the same way as calls to stations located in the WCTC exchange area. If the number of foreign exchange lines provided by a Party in the WCTC exchange area exceeds 25, the Parties agree to negotiate in good faith as to appropriate compensation for the provision of access service for calls to and from such lines. All calls shall be delivered to the terminating Party with sufficient information so that the jurisdiction of each call can be determined.

- 3.2.1.5 Neither Party shall use NPA/NXXs to collect local or intraLATA toll traffic originated by the other Party for delivery to a point outside the LATA from where the originating NPA/NXX rate center resides. If one Party engages in such practice and does not identify such traffic to the other Party, to the best of the other Party's ability the other Party will determine which whole NPA/NXXs assigned to the first Party on which to charge the applicable rates for originating intrastate network access service as reflected in the other Party's Intrastate Access Service Tariff or other intrastate access pricing arrangement. The other Party shall make appropriate billing adjustments if the first Party can provide sufficient information for the other Party to determine whether said traffic is local or toll.
- 3.2.2 If FiberLink utilizes a switch outside the WCTC territory and WCTC chooses to purchase dedicated or common (shared) transport from FiberLink for transport and termination of WCTC originated traffic, WCTC will pay FiberLink no more than the airline miles between the V&H coordinates of the Point of Interface within the LATA where FiberLink receives the WCTC-originated traffic and the V&H coordinates of the WCTC Exchange Rate Center Area that is associated with the FiberLink terminating NPA/NXX in the same LATA. For these situations, WCTC will compensate FiberLink at either dedicated or common (shared) transport rates specified in Attachment 1 and based upon the functions provided by FiberLink as defined in this Article.
- 3.2.3 Sharing of Access Charges for Ported Numbers. Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the Party providing INP and that the Party billing the switched access will share the switched access revenue with the other Party. In lieu of actual measurements of minutes and exchange of billing records for this traffic, the Parties agree

that the Party providing the ported number will pay the other Party the rate per line/per month as specified in Attachment 1.

- 3.2.3.1 The number of lines/talk paths per ported number that are subject to compensation will be determined at the time the end-user customer's local service is changed from one Party to the other. The number of lines per number eligible for the shared revenue arrangement described in this Section will be limited to the number of lines in service on the date of conversion plus a ten percent (10%) growth margin. After conversion, the number of lines per number available for compensation can only be increased by mutual consent of the Parties.
- 3.2.3.2 The Parties agree that the compensation rate in Section 3.3.3 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event occurs. At a minimum, the Parties agree to reevaluate the rate on an annual basis.
- 3.2.3.3 The Parties agree that terminating switched access calls ported via INP may appear to the receiving Party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. Therefore, the Parties agree to renegotiate the terminating shared access compensation rate if reciprocal compensation for local calls is implemented.
- 3.2.4 For terminating IXC traffic ported to either company which requires use of either company's tandem switching or default routed LNP calls, the tandem provider will bill the IXC tandem switching, the interconnection charge, the query charge, if appropriate, and a portion of the transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other company at the tandem company's tariff rates via a process used by WCTC to estimate the amount of ported switched access revenues due the other company. If an IntraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company.

3.3 Tandem Switching Traffic

WCTC will provide tandem switching for traffic between FiberLink's end offices subtending the WCTC tandem, as well as for Local Compensation Traffic between FiberLink's end-users and third parties that are interconnected to WCTC's tandem as follows:

- 3.3.1 FiberLink will compensate WCTC for each minute of originated tandem switched traffic which terminates to a third party (*e.g.*, other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Attachment 1.
- 3.3.2 FiberLink also assumes responsibility for compensation to the company, which terminates the call.
- 3.3.3 The delivery of traffic, which transits WCTC network and is transported to another carrier's network, will be delivered at the rates stipulated in this Agreement to a terminating carrier. WCTC agrees to deliver this traffic to the terminating carrier; provided, however, that FiberLink is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the WCTC's network. WCTC will not be liable for any compensation to the terminating carrier or to FiberLink. FiberLink agrees to compensate WCTC for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of FiberLink. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this Section shall be pursuant to SECAB (or at the Party's option for its own billing, MECAB) procedures.

4. Direct Network Interconnection

4.1 Network Interconnection Architecture

The Parties may interconnect on WCTC's network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a BFR to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Inter-network connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.
 - 4.1.1.1 A Mid-Span Fiber Meet within an existing WCTC exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between WCTC and FiberLink ownership of the fiber transmission facility. Each Party is individually responsible for its incurred costs in establishing this arrangement.
 - 4.1.1.2 A special access and/or FiberLink Dedicated Transport arrangement terminating at a WCTC Wire Center subject to the

rates, terms, and conditions contained in WCTC's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.1.3 Collocation: A virtual or physical EIS arrangement at a WCTC Wire Center subject to the rates, terms, and conditions contained in this Agreement.

4.1.2 The Parties will mutually designate at least one IP on WCTC's network within each WCTC local calling area for the routing of Local Compensation Traffic.

4.2 Compensation

The Parties agree to the following compensation for inter-network facilities, depending on facility type.

4.2.1 Mid-Span Fiber Meet: WCTC will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the IP and WCTC's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for the transport of traffic originated by WCTC. The initial proportionate share factor for facilities is set forth in Article I. This factor will be updated quarterly in like manner or as the Parties otherwise agree. FiberLink will charge flat rated transport to WCTC for FiberLink facilities used by WCTC at tariffed rates or as mutually agreed.

If FiberLink utilizes a switch outside the WCTC serving area boundary and WCTC chooses to purchase dedicated or common (shared) transport from FiberLink for transport and termination of WCTC originated traffic, WCTC will pay FiberLink no more than the airline miles between the V&H coordinates of the Point of Termination within the LATA where FiberLink receives the WCTC-originated traffic and the V&H coordinates of the WCTC Exchange Rate Center Area that is associated with the FiberLink-terminating NPA/NXX in the same LATA.

4.2.2 Special Access and/or FiberLink Dedicated Transport: WCTC will charge special access and/or switched access rates from the applicable WCTC intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by WCTC. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

If FiberLink utilizes a switch outside the WCTC serving area boundary and WCTC chooses to purchase dedicated or common (shared) transport from FiberLink for transport and termination of WCTC originated traffic, WCTC will pay FiberLink no more than the airline miles between the

V&H coordinates of the Point of Interface within the LATA where FiberLink receives the WCTC-originated traffic and the V&H coordinates of the WCTC Exchange Rate Center Area that is associated with the FiberLink-terminating NPA/NXX in the same LATA.

- 4.2.3 Collocation: WCTC will charge virtual or physical EIS rates from terms set in this Agreement. FiberLink will charge WCTC flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by WCTC.

If FiberLink utilizes a switch outside the WCTC serving area boundary and WCTC chooses to purchase dedicated or common (shared) transport from FiberLink for transport and termination of WCTC originated traffic, WCTC will pay FiberLink no more than the airline miles between the V&H coordinates of the Point of Interface within the LATA where FiberLink receives the WCTC-originated traffic and the V&H coordinates of the WCTC Exchange Rate Center Area that is associated with the FiberLink-terminating NPA/NXX in the same LATA.

4.3 Trunking Requirements

In accordance with Article III, Section 11, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.

- 4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Compensation Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Compensation Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.
- 4.3.2 Local Compensation Traffic. FiberLink shall make available to WCTC trunks over which WCTC shall terminate to end-users of FiberLink-provided Exchange Services and Local Compensation Traffic excluding Transit Traffic, originated from end-users of WCTC-provided Exchange Service. Trunk signaling protocol is defined in the Telcordia Specification GR-317-CORE.

If two-way trunks are used, the Parties shall be compensated for the non-recurring and recurring charges for trunks and DS-1 facilities based on the percent usage of each Party of the applicable contractual or tariff rates for the services provided by each Party. FiberLink shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

- 4.3.3 Transit Traffic. WCTC requires separate trunk groups from FiberLink for Transit Traffic.
- 4.3.4 Switched Access Traffic will be delivered to and by IXCs based on FiberLink's NXX tandem homing arrangement as specified by FiberLink in the national LERG. To the extent FiberLink desires to have any IXCs originate or terminate switched access traffic to or from FiberLink, using jointly provided switched access facilities routed through a WCTC tandem, it is the responsibility of FiberLink to arrange for such IXC to issue an ASR to WCTC to direct WCTC to route the traffic.
- 4.3.4.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 4.3.4.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the tandem or to those other service providers that directly subtend the tandem.
- 4.3.4.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks, or Local Compensation Traffic over Switched Access Service trunks.
- 4.3.4.4 All calls will be routed according to the LERG. Double tandem switching is not permitted.
- 4.3.5 If FiberLink obtains tandem switching capabilities subsequent to the effective date, it shall have the option of notifying WCTC that it has obtained such capabilities. Thirty (30) days after FiberLink provides such notice, the provisions of Sections 3.3, 4.3.3 and 4.3.4 of this Article shall be deemed to be amended to provide that FiberLink may provide the services described in those Sections to WCTC on the same terms and conditions on which WCTC may provide service to FiberLink under those Sections as now in effect. Nothing in this Section shall be deemed to require WCTC to purchase such services from FiberLink.
- 4.3.6 FiberLink and WCTC will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Compensation Traffic carried on local interconnection trunks. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The Parties agree to the initial PLU factor as set forth in Attachment 1.
- 4.3.7 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, SONET (where technically available) and shall be jointly-engineered to the appropriate industry grade of service standard P.01 or P.005.

- 4.3.8 SS7 CCS will be used to the extent that such technology is available.
- 4.3.9 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 4.3.10 Orders between the Parties to establish, add, change, or disconnect trunks shall be processed by use of an ASR. FiberLink will have administrative control for the purpose of issuing ASRs on two-way trunk groups and one-way trunk groups from FiberLink to WCTC. WCTC shall have administrative control for the purpose of issuing ASRs for one-way trunk groups from WCTC to Fiber Link.

4.4 Trunk Forecasting

- 4.4.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 11. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:
 - 4.4.1.1 Yearly forecasted trunk quantities for each type of trunk utilized between the Parties for no less than a two-year period (current year, plus one year).
- 4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.4.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time-to-time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous twelve (12) months servicing data. Required trunks will be based on the appropriate grade of service standard (P.01 or P.005). When a condition of excess capacity is identified, the Parties will facilitate a review of the trunk groups existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustments.

4.6 Network Redesigns

Neither Party will charge the other Party when it initiates its own network redesigns/reconfigurations.

4.7 Interconnection Calling and Called Scopes for the Tandem Interconnection and the End Office Interconnection

4.7.1 WCTC Tandem Interconnection calling scope (originating and terminating) is to those WCTC end offices and remotes which subtend the WCTC tandem to which the connection is made except as provided for in Section 3.3 of this Article V.

4.7.2 WCTC End Office Interconnection calling scope (originating and terminating) is only to the host office and its remotes to which the connection is made.

5. Indirect Network Interconnection

Neither Party shall deliver traffic to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's tandem via another LEC's tandem.

6. Number Resources

6.1 Number Assignment

During the term of this Agreement, FiberLink will contact NeuStar (or any other successor numbering resource administrator) for the assignment of numbering resources. In order to be assigned a Central Office Code, FiberLink will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX Codes. Each Party is responsible for administering NXX Codes assigned to it.

6.2 Rate Centers

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, each Party shall adopt the Rate Center areas and Rate Center points that the Commission has approved for WCTC and shall assign whole NPA-NXX Codes to each Rate Center except as required by the FCC or the Commission in accordance with authority delegated to the Commission by the FCC, including but not limited to number pooling.

6.3 Routing Points

Each Party will also designate a Routing Point for each assigned NXX Code. Each Party may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively a Party may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by the Party within an existing WCTC service area.

6.4 Code and Numbers Administration

The Parties will comply with code administration and reporting requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

6.5 Programming Switches

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG to recognize and route traffic to the other Party's assigned NXX Codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability (NP)

7.1 Interim Number Portability (INP)

Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end-user customers to change service-providing Parties without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding ("RCF"). The requesting Party will provide a "forward to" telephone number that is within the same Rate Center.

INP is available only where FiberLink or WCTC is currently providing, or will begin providing concurrent with provision of INP, basic local exchange service to the affected end-user. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end-user. INP for a particular assigned telephone number will be disconnected when any end-user, Commission, WCTC, or FiberLink initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end-user retained his initial local exchange service, but not in the case of an NPA split. At the request of the requesting Party, the Party providing INP shall update the record associated with the end-user in the LIDB, including but not limited to updates for the purposes of billed number screening. Further, each Party is responsible for the issuance of its own calling cards and updating any databases required for those calling cards.

The WCTC rates for INP service using RCF are set out in Attachment 1 to this Agreement and made a part hereof. FiberLink shall provide INP to WCTC at the rates specified for FiberLink in Attachment 1.

7.2 Local Number Portability (LNP)

LNP has not been deployed in the WCTC territory at this time. FiberLink desires to have LNP available within WCTC's territory. Both Parties agree they both will implement LNP within twelve (12) months of the approval of this Agreement. The Parties agree that they shall develop and deploy number portability in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable. Upon implementation of LNP, the Parties agree to transition all INP customers and their services to LNP methods within a mutually agreed upon time frame and to discontinue further use of interim methods of number portability.

8. Meet-Point Billing (MPB)

8.1 Meet-Point Arrangements

- 8.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via an access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's SECAB (or at a Party's option for its own billing, MECAB) and MECOD documents, except as modified herein and as described in Section 3.2.3 for Interim Portability.
- 8.1.2 Except in instances of capacity limitations, WCTC shall permit and enable FiberLink to sub-tend the WCTC tandem(s) nearest to the FiberLink Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given tandem, FiberLink shall be allowed to subtend the next-nearest WCTC tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the IP.
- 8.1.4 CCS shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the WCTC tandem switch.
- 8.1.5 FiberLink and WCTC will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the NECA Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.1.6 As detailed in the SECAB (or at a Party's option for its own billing, MECAB) document, FiberLink and WCTC will, in a timely fashion, exchange all information necessary to accurately, reliably, and promptly

bill Access Service customers for Switched Access Services traffic jointly handled by FiberLink and WCTC via the meet-point arrangement. Information shall be exchanged in EMR format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

8.2 Compensation

8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by FiberLink and WCTC via the MPB arrangement shall be according to the multiple-bill method as described in the SECAB (or at a Party's option for its own billing, MECAB) guidelines. This means each Party will bill the portion of service it provided in the appropriate tariff or price list.

9. Common Channel Signaling (CCS)

9.1 Service Description

The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by a third party. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and IntraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon.

9.2 Signaling Parameters

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include ANI, Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing. WCTC will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

9.3 Connection Through Signal Transfer Point (STP)

FiberLink must arrange for interconnect with the third party STP(s) serving WCTC in the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to WCTC's third party's 800/888 database and LIDB provider shall, consistent with this Section, take place only through appropriate STP pairs.

9.4 Third Party Signaling Providers

FiberLink may choose a third party SS7 signaling provider to transport messages to and from the WCTC SS7 network. In that event, the third party provider must present a letter of agency to WCTC and its third party provider, prior to the testing of the interconnection, authorizing the third party to act on behalf of FiberLink in transporting SS7 messages to and from WCTC. The third party provider must interconnect with the WCTC provider's STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

10. Network Management Controls

Each Party shall provide a 24-hour contact number for network traffic management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

ARTICLE VI. COLLOCATION

1. Scope of Article

1.1 Scope

The rates, terms, and conditions contained within this Article shall only apply when FiberLink is occupying the collocation within a premises location pursuant to Section 4.

All the negotiated rates, terms, and conditions set forth in this Article pertain to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy

WCTC shall offer to FiberLink collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory, and consistent with the rules of the FCC. Subject to Section 4 of this Article, WCTC hereby grants to FiberLink a right to occupy that certain area designated by WCTC within a WCTC premises, of a size which is specified by FiberLink and agreed to by WCTC (hereinafter "Collocation Space"). Notwithstanding the foregoing, WCTC shall consider in its designation for cageless collocation any unused space within the WCTC premises. The size specified by FiberLink may contemplate a request for space sufficient to accommodate FiberLink's growth within a two-year period.

1.2.1 Space Reclamation

In the event of space exhaust within central office premises, WCTC may include in its documentation for the Petition for Waiver filing any unused space in the central office premises. FiberLink will be responsible for any justification of unused space within its space, if such justification is required by the Commission.

1.3 Use of Space

FiberLink shall use the Collocation Space for the purposes of installing, maintaining and operating FiberLink's equipment (to include testing and monitoring equipment) used to interconnect with WCTC services and facilities for the provision of telecommunications services. Pursuant to Section 5 following, FiberLink at its option, may place FiberLink-owned fiber entrance facilities to the Collocation Space.

1.4 Rates and Charges

FiberLink agrees to pay the rates and charges identified in Attachment 1 attached hereto.

2. Space Notification

2.1 Availability of Space

Upon submission of an application pursuant to Section 6, WCTC will permit FiberLink to physically collocate, pursuant to the terms of this Article, at any WCTC premises, unless WCTC has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. WCTC will respond to an application within ten (10) calendar days as to whether space is available or not available within a WCTC premises. If the amount of space requested is not available, WCTC will notify FiberLink of the amount of space that is available.

2.2 Denial of Application

After notifying FiberLink that WCTC has no available space in the requested premises ("Denial of Application"), WCTC will allow FiberLink, upon request, to tour the entire premises within ten (10) Business Days of such Denial of Application. In order to schedule said tour within ten (10) Business Days, the request for a tour of the premises must be received by WCTC within five (5) Business Days of the Denial of Application.

2.3 Filing of Petition for Waiver

Upon Denial of Application WCTC will timely file a petition with the Commission pursuant to 47 U.S.C. §251(c)(6).

2.4 Public Notification

WCTC will maintain on its interconnection services website a notification document that will indicate all central offices that are without available space. WCTC shall update such document within ten (10) calendar days of the Denial of Application date. WCTC will also post a document on its interconnection services website that contains a general notice where space has become available in a central office previously on the space exhaust list.

2.5 State Agency Procedures

Notwithstanding the foregoing, should any state regulatory agency impose mandatory procedures or intervals different than procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.

2.6 Reserved for Future Use

2.7 Reserved for Future Use

3. Collocation Options

3.1 General

Except where physical collocation is not practical for technical reasons or because of space limitations, WCTC will provide physical collocation to FiberLink for the purpose of interconnecting with WCTC's network. Collocation shall be provided on a non-discriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder).

3.2 Cageless

In accordance and compliance with local building code, WCTC shall allow FiberLink to collocate FiberLink's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. WCTC shall allow FiberLink to have direct access to FiberLink's equipment and facilities but may require FiberLink to use a central entrance to the WCTC premises. WCTC shall make cageless collocation available in single bay increments pursuant to Section 7. Except where FiberLink's equipment requires special technical considerations (*e.g.*, special cable racking, isolated ground plane), WCTC shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, FiberLink must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-CORE and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

3.3 Caged Arrangement Enclosures

At FiberLink's option and upon request, WCTC shall construct enclosures in compliance with FiberLink's collocation request and in accordance and compliance with local building code. At FiberLink's request, WCTC shall permit FiberLink to subcontract the construction of physical collocation arrangements with a contractor approved by WCTC ("WCTC Contractor"), provided however, that WCTC shall not unreasonably withhold approval of contractors.

3.3.1 When FiberLink subcontracts the construction, FiberLink must arrange with a WCTC Contractor to construct a collocation arrangement enclosure in accordance with WCTC's guidelines and specifications and at FiberLink's sole expense. WCTC will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than WCTC's standard enclosure

specification, FiberLink and FiberLink's WCTC Contractor must comply with local building code requirements. FiberLink's WCTC Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. WCTC shall cooperate with FiberLink and provide, at FiberLink's expense, the documentation, including architectural drawings, necessary for FiberLink to obtain the zoning permits and/or other licenses. WCTC shall pass on to FiberLink the costs of providing the documentation. The WCTC Contractor shall bill FiberLink directly for all work performed for FiberLink pursuant to this Article and WCTC shall have no liability for nor responsibility to pay such charges imposed by the WCTC Contractor. FiberLink must provide the local WCTC building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, WCTC will not access FiberLink's locked enclosure prior to notifying FiberLink.

3.3.2 WCTC has the right to review FiberLink's plans and specifications prior to allowing construction to start. WCTC has the right to inspect the enclosure after construction to make sure it is designed and constructed according to WCTC's guidelines and specifications and to require FiberLink to remove or correct at FiberLink's cost any structure that does not meet these standards.

3.4 Reserved for Future Use

3.5 Reserved for Future Use

3.6 Virtual Collocation

3.6.1 Upon request, WCTC shall provide FiberLink virtual collocation in any unused space. If FiberLink wishes to virtually collocate at a bay other than a standard bay, it must request such virtual collocation via an ICB. FiberLink shall not have physical access to its virtually collocated equipment and must, at its expense, electronically monitor and control its virtually collocated equipment. WCTC shall, subject to FiberLink's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing FiberLink's equipment. FiberLink cannot convert its virtually collocated equipment "in-place" to a method of physical collocation available herein (e.g., no "in-place" conversion of virtual collocation to cageless physical collocation). In addition to the rates set forth in the pricing attachment and applicable tariffs, if WCTC must locate FiberLink's virtual collocation bays in its switch line-up, FiberLink shall also be responsible for any extraordinary costs necessary to condition such space. WCTC shall provide reasonable notice to FiberLink prior to incurring such extraordinary costs.

3.6.2 WCTC shall deliver to FiberLink the requested space on or before the later of (i) ninety (90) calendar days from WCTC's receipt of FiberLink's

collocation order for virtual collocation and (ii) such other reasonable date that Parties may agree upon if it is not feasible for WCTC to deliver to FiberLink such space within ninety (90) calendar days and WCTC notified FiberLink of this fact within ten (10) Business Days after the initial walk-through.

- 3.6.3 WCTC shall coordinate, on a case-by-case basis, the installation of the virtual collocation equipment with FiberLink based on availability and equipment delivery intervals.
- 3.6.4 WCTC shall install applicable cross-connects as directed by FiberLink, at the rates provided in the pricing attachment or applicable tariffs.
- 3.6.5 WCTC shall allow periodic inspections of the virtual collocation space where FiberLink equipment is located, during construction.
- 3.6.6 WCTC shall ensure that all applicable alarm systems (e.g., power) that support FiberLink equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.
- 3.6.7 FiberLink will be responsible for payment of charges incurred in the maintenance and/or repair of FiberLink's virtually collocated equipment.

3.7 Interconnection Arrangement

WCTC shall provide, at the request of FiberLink, the connection between FiberLink's optional Point of Termination ("POT") frame or equipment bay and the WCTC network. FiberLink cannot provide the connection. FiberLink will not be permitted access to the WCTC MDF or intermediate distribution frame. If regeneration equipment is required, for any reason, it will be at FiberLink's expense. Interconnection Arrangements options are as follows: DS-0 arrangement, DS-1 arrangement, DS-3 arrangement and fiber arrangement.

4. Occupancy

4.1 Occupancy

WCTC will notify FiberLink in writing that the Collocation Space is ready for occupancy, at which time monthly billing will commence. FiberLink must notify WCTC in writing that collocation equipment installation is complete and is operational with WCTC's network. WCTC may, at its option, not accept orders for interconnected service using the collocation equipment until receipt of such notice. For purposes of this paragraph, FiberLink's telecommunications equipment will be deemed operational when cross-connected to WCTC's network for the purpose of service provision.

4.2 Termination

Except where otherwise agreed to by the Parties, FiberLink may terminate occupancy in a particular Collocation Space upon thirty (30) Business Days prior written notice to WCTC. Upon termination of such occupancy, FiberLink at its expense shall remove its equipment and other property from the Collocation Space. FiberLink shall have thirty (30) Business Days from the termination date to complete such removal, provided, however, that FiberLink shall continue payment of monthly fees to WCTC until such date as FiberLink has fully vacated the Collocation Space. Should FiberLink fail to vacate the Collocation Space within thirty (30) Business Days from the termination date, WCTC shall have the right to remove the equipment and other property of FiberLink at FiberLink's expense and with no liability for damage or injury to FiberLink property unless caused by the gross negligence or intentional misconduct of WCTC. Upon expiration of this Article with respect to a Collocation Space, FiberLink shall surrender such Collocation Space to WCTC in the same condition as when first occupied by FiberLink except for ordinary wear and tear unless otherwise agreed to by the Parties.

5. Use of Collocation Space

5.1 Equipment Type

WCTC permits the collocation of any type of equipment used for interconnection to WCTC's network in the provision of telecommunications services. Such equipment used for interconnection, not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers (DSLAM). Nothing in this Section requires WCTC to permit collocation of equipment used solely for switching (e.g., 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that WCTC may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this Section.

5.1.1 Such equipment must at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 FiberLink shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the premises. FiberLink shall limit the amount of space utilized in a caged arrangement for storage cabinets and work surfaces.

5.1.3 FiberLink may place a plaque or other identification affixed to FiberLink's equipment necessary to identify FiberLink's equipment.

5.2 WCTC Equipment Access

FiberLink shall not have access to WCTC's MDF or Intermediate Distribution Frame, DSXs, DCS, or any other WCTC equipment or facilities not specifically designated by WCTC for FiberLink access.

5.3 Entrance Facilities

FiberLink may elect to place FiberLink-owned or FiberLink-leased fiber entrance facilities into the Collocation Space. WCTC will designate the point of entrance in close proximity to the premises building housing the Collocation Space, such as an entrance manhole or a cable vault which is physically accessible by both Parties. FiberLink will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. FiberLink will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to FiberLink's equipment in the Collocation Space. FiberLink must contact WCTC for instructions prior to placing the entrance facility cable in the manhole. FiberLink is responsible for maintenance of the entrance facilities. At FiberLink's option WCTC will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.4 Reserved for Future Use

5.5 Demarcation Point

WCTC will designate the point(s) of interconnection between FiberLink's equipment and/or network and WCTC's network for purposes of collocation, pursuant to this Article VI. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to WCTC's network, the demarcation point shall be a common block on the WCTC designated distributing frame. FiberLink shall be responsible for providing, and a supplier approved by WCTC, which approval shall not be unreasonably withheld ("FiberLink's WCTC Supplier"), shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations pursuant to this Article VI WCTC shall designate a demarcation point on a per arrangement basis. FiberLink or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point. At FiberLink's option and expense, a POT bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. FiberLink must make arrangements with a WCTC Supplier for such placement.

5.6 FiberLink's Equipment and Facilities

FiberLink, or if required by this Article, FiberLink's WCTC Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by FiberLink. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.

5.7 WCTC's Access to Collocation Space

From time-to-time WCTC may require access to the Collocation Space. WCTC retains the right to access such space for the purpose of making WCTC equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). WCTC will give reasonable notice to FiberLink when access to the Collocation Space is required. FiberLink may elect to be present whenever WCTC performs work in the Collocation Space. The Parties agree that FiberLink will not bear any of the expense associated with this work.

5.8 Access

Pursuant to Section 12, FiberLink shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. FiberLink agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of FiberLink provided with a maximum of five (5) access keys or cards ("Access Keys") per collocation site prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. FiberLink agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of FiberLink employees, contractors, or agents after termination of the employment relationship, contractual obligation with FiberLink or upon the termination of this Article or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys

FiberLink shall notify WCTC in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for WCTC to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), FiberLink shall pay for all reasonable costs associated with re-keying or deactivating the card.

5.9 Personal Property and its Removal

Subject to requirements of this Article, FiberLink may place or install in or on the Collocation Space such facilities and equipment, including limited storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, and neither imposes nor could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment

placed by FiberLink in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by FiberLink at any time. Any damage caused to the Collocation Space by FiberLink's employees, agents or representatives during the removal of such property shall be promptly repaired by FiberLink at its expense.

5.10 Alterations

In no case shall FiberLink or any person acting on behalf of FiberLink make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the WCTC premises without the written consent of WCTC. The cost of any such specialized alterations shall be paid by FiberLink. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a subsequent application and subsequent application fee, pursuant to provisions in Section 6, Ordering and Preparation of Collocation Space section of this document.

5.11 Janitorial Service

FiberLink shall be responsible for the general upkeep and cleaning of the caged collocation space and shall arrange directly with a WCTC Contractor for janitorial services. WCTC shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Application for Space

FiberLink shall submit an application document when FiberLink as defined in Section 3.3.1, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application

For FiberLink initial equipment placement, FiberLink shall submit to WCTC a Collocation Application ("Application"), together with payment of the Application Fee as stated in Attachment 1. An example of the application form is attached hereto as Attachment 3. The Application is "Bona Fide" when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in FiberLink's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee

In the event FiberLink desires to modify or add equipment to the Collocation Space, FiberLink shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum subsequent application fee as stated in Attachment 1. Said minimum subsequent application fee shall be considered a partial payment of the applicable subsequent application fee, which shall be calculated as set forth below. WCTC shall determine what modifications, if any, to the premises are required to accommodate the change requested by FiberLink in the Application. Such necessary modifications to the premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by FiberLink for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent Application does not require assessment for provisioning or construction work by WCTC, no subsequent application fee will be required and the pre-paid fee shall be refunded to FiberLink. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by WCTC) shall be the subsequent application fee as set forth in Attachment 1. If the modification requires capital expenditure assessment, FiberLink shall pay a fee ranging from the minimum subsequent application fee up to the full application fee. In the event such modifications require the assessment of a full application fee as set forth in Attachment 1, the outstanding balance shall be due by FiberLink within thirty (30) calendar days following FiberLink's receipt of a bill or invoice from WCTC.

6.2 Application Response

In addition to the notice of space availability pursuant to Section 2.1, WCTC will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, WCTC will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include the location of the space, configuration of the space, the cable installation fee, and the estimated space preparation fee, as described in Attachment 1 of this document.

6.3 Application Modifications

If a modification or revision is made to any information of a Bona Fide Application for Physical Collocation, either at the request of FiberLink or necessitated by technical considerations, including but not limited to space, power, environmental, and overhead racking, WCTC will respond to the Bona

Fide Application within thirty (30) calendar days after WCTC receives such Application or at such other date as the Parties agree. If, at any time, WCTC needs to reevaluate FiberLink's Bona Fide Application as a result of changes requested by FiberLink to FiberLink's original Application, then WCTC will charge FiberLink a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require FiberLink to resubmit the Application with an Application fee.

6.4 Bona Fide Firm Order

FiberLink shall indicate its intent to proceed with equipment installation in a WCTC premise by submitting a Bona Fide Firm Order to WCTC. A Bona Fide Firm Order requires FiberLink to complete the Application/Inquiry process described in Section 6.1 of this document, preceding, and submit the Collocation Firm Order document indicating acceptance of the Application Response provided by WCTC ("Bona Fide Firm Order") and all appropriate fees, as set forth in Section 7. The Bona Fide Firm Order must be received by WCTC no later than fourteen (14) calendar days after WCTC's Application Response to FiberLink's Bona Fide Application.

6.4.1 WCTC will establish a firm order date based upon the date WCTC is in receipt of a Bona Fide Firm Order. WCTC will acknowledge the receipt of FiberLink's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A WCTC response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.4.2 Space preparation for the Collocation Space will not begin until WCTC receives the Bona Fide Firm Order and all applicable fees.

6.4.3 FiberLink must submit to WCTC the completed access control request form for all employees or agents requiring access to the WCTC premises a minimum of thirty (30) calendar days prior to the date FiberLink desires access to the Collocation Space.

6.5 Asbestos Inspection

FiberLink is aware the Building in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and FiberLink hereby releases and agrees to hold WCTC harmless from any and all liability to FiberLink or any of its employees, agents or invitees as a result thereof. Following notification from WCTC that a Collocation Space has been identified and FiberLink has submitted a Bona Fide Firm Order, FiberLink shall have the right, at its sole option, to inspect the space to determine whether the asbestos condition is satisfactory for FiberLink's intended use. Construction of the Collocation Space pursuant to Section 6.6, shall not begin until the earlier of

(a) the day after FiberLink has conducted such inspection; (b) the day after FiberLink notifies WCTC that it will not conduct an inspection; or (c) ten (10) Business Days after WCTC provides notification that the Collocation Space has been identified and FiberLink has submitted a Bona Fide Firm Order. If, pursuant to such inspection, FiberLink determines that the Collocation Space is not satisfactory, WCTC shall, within ten (10) Business Days, identify an alternative Collocation Space or inform FiberLink that no alternative space is available. FiberLink will then have the opportunity to inspect the alternative Collocation Space in accordance with this Section and shall, at its option, instruct WCTC (x) to prepare an application modification pursuant to Section 6.3; (y) to begin construction of the original Collocation Space; or (z) not to construct any Collocation Space.

6.6 Construction and Provisioning Interval

WCTC will negotiate construction and provisioning intervals on an individual case basis. Under ordinary conditions, excluding the time interval required to secure the appropriate government licenses and permits, WCTC will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Under extraordinary conditions, excluding the time interval required to secure the appropriate government licenses and permits, WCTC will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major WCTC equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.1 Joint Planning Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between WCTC and FiberLink will commence within a maximum of ten (10) calendar days from WCTC's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to FiberLink during the joint planning meeting or as soon as possible thereafter. WCTC will complete all design work following the joint planning meeting.

6.6.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.6.3 Acceptance Walk-through. FiberLink and WCTC will complete an acceptance walk-through of each Collocation Space requested from WCTC by FiberLink. WCTC will correct any deviations to FiberLink's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.

6.7 Use of WCTC Supplier

FiberLink shall select a supplier, which has been approved as a WCTC Supplier to perform all engineering and installation work required in the Collocation Space. In some cases, FiberLink must select separate WCTC Suppliers for transmission equipment, switching equipment and power equipment. WCTC shall provide FiberLink with a list of WCTC Suppliers upon request. The WCTC Supplier(s) shall be responsible for installing FiberLink's equipment and components, extending power cabling to the WCTC power distribution frame, performing operational tests after installation is complete, and notifying WCTC's equipment engineers and FiberLink upon successful completion of installation. The WCTC Supplier shall bill FiberLink directly for all work performed for FiberLink pursuant to this Article and WCTC shall have no liability for nor responsibility to pay such charges imposed by the WCTC Supplier. WCTC shall consider certifying FiberLink or any supplier proposed by FiberLink.

6.8 Alarm and Monitoring

WCTC shall place environmental alarms in the premises for the protection of WCTC equipment and facilities. FiberLink shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service FiberLink's Collocation Space. Upon request, WCTC will provide FiberLink with applicable service(s) to facilitate remote monitoring of collocated equipment by FiberLink. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the OSHA statement in this document.

6.9 Basic Telephone Service

Upon request of FiberLink, WCTC will provide basic telephone service to the Collocation Space under the rates, terms, and conditions of the current tariff offering for the service requested.

6.10 Space Preparation

WCTC shall pro rate the costs of any renovation or upgrade to premises space or support mechanisms that is required to accommodate physical collocation.

FiberLink's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by FiberLink divided by the total premises square footage receiving renovation or upgrade. For this Section, support mechanisms provided by WCTC may include, but not be limited to, HVAC equipment, HVAC duct work, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per premises basis. WCTC will reimburse FiberLink in an amount equal to FiberLink's reasonable, demonstrated and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by WCTC.

6.11 Cancellation

If, at anytime, FiberLink cancels its order for the Collocation Space(s), FiberLink will reimburse WCTC for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount FiberLink would have otherwise paid for work undertaken by WCTC if no cancellation of the order had occurred.

7. Rates and Charges

7.1 Non-recurring Fees

In addition to the Application Fee referenced in Section 6, preceding, FiberLink shall remit payment of a cable installation fee and one-half ($\frac{1}{2}$) of the estimated space preparation fee, as applicable, coincident with submission of a Bona Fide Firm Order. The estimated space preparation fee and the cable installation fee shall be included in the Application Response. The outstanding balance of the actual space preparation fee shall be due thirty (30) calendar days following FiberLink's receipt of a bill or invoice from WCTC. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Section 6.2.2) if FiberLink requests a modification to the arrangement.

7.2 Cable Installation

Cable installation fee(s) are assessed per entrance fiber placed.

7.3 Floor Space

The floor space charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the premises but does not include amperage necessary to power FiberLink's equipment. When the Collocation Space is enclosed, FiberLink shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, FiberLink shall pay floor space charges based upon the following floor space calculation: [(Depth of the equipment lineup in which the rack is placed) + (0.5 x Maintenance aisle depth) + (0.5 x Wiring aisle depth)] x (Width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall

consider the footprint of equipment racks plus any equipment overhang. WCTC will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event FiberLink's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, FiberLink shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which WCTC releases the Collocation Space for occupancy or on the date FiberLink first occupies the Collocation Space, whichever is sooner.

7.4 Power

WCTC shall make available -48 Volt (-48V) DC power for FiberLink's Collocation Space.

7.4.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to FiberLink's equipment or space enclosure. FiberLink's WCTC Supplier must also provide a copy of the engineering power specification prior to the occupancy date.

7.4.2 The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a premises as a result of FiberLink's request to collocate in that premises ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by FiberLink on the physical collocation application. WCTC reserves the right to monitor actual usage to verify accuracy of FiberLink's power requirements. FiberLink shall pay its pro-rated share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements. WCTC shall comply with all Telcordia and ANSI Standards regarding power cabling, including Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of Power Plant Construction shall be pro-rated and shared among all who benefit from that construction. FiberLink shall pay WCTC one-half of its pro rata share of the estimated Power Plant Construction costs prior to commencement of the work. FiberLink shall pay WCTC the balance due (actual cost less one-half of the estimated cost) upon completion of the Power Plant Construction.

8. Insurance

8.1 During the period described in Section 8.4, FiberLink shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in Wisconsin and having a Best's Rating of A-.

- 8.2 FiberLink may elect to purchase business interruption and contingent business interruption insurance, having been advised that WCTC assumes no liability for loss of profit or revenues should an interruption of service occur. FiberLink shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of two million dollars (\$2,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than two million dollars (\$2,000,000.00). WCTC shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of FiberLink's real and personal property situated on or within WCTC's central office location(s).
- 8.3 The limits set forth in Section 8.2 above may be increased by WCTC from time-to-time during the term of this Article upon thirty (30) calendar days notice to FiberLink to such minimum limits as shall then be reasonable and customary with respect to comparable occupancy of ILEC structures.
- 8.4 All policies purchased by FiberLink shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by WCTC. All insurance must be in effect on or before the date equipment is delivered to WCTC's premises and shall remain in effect for the term of this Article or until all FiberLink's property has been removed from WCTC's premises, whichever period is longer. If FiberLink fails to maintain required coverage, WCTC may pay the premiums thereon and seek reimbursement of same from FiberLink.
- 8.5 FiberLink shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) calendar days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. FiberLink shall arrange for WCTC to receive thirty (30) calendar days' advance notice of cancellation from FiberLink's insurance company. FiberLink shall forward a certificate of insurance and notice of cancellation/non-renewal to WCTC at the following address:

Wood County Telephone Company
440 East Grand Avenue
PO Box 8045
Wisconsin Rapids, WI 54495

- 8.6 FiberLink must conform to recommendations made by WCTC's fire insurance company to the extent WCTC has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Article.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (WCTC or FiberLink), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) Business Days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Reserved for Future Use

11. Inspections

- 11.1 WCTC shall conduct an inspection of FiberLink's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between FiberLink's equipment and equipment of WCTC. WCTC may conduct an inspection if FiberLink adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. WCTC shall provide FiberLink with a minimum of forty-eight (48) hours or two (2) Business Days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by WCTC.

12. Security and Safety Requirements

- 12.1 The security and safety requirements set forth in this Section are no more stringent than the security requirements WCTC maintains at its own premises either for its own employees or for authorized contractors. Only WCTC employees, WCTC Contractors and authorized employees, authorized guests, pursuant to Section 3.3.1, preceding, or authorized agents of FiberLink will be permitted in the WCTC premises. FiberLink shall provide its employees and agents with photo identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the FiberLink name. WCTC reserves the right to remove from its premises any

employee of FiberLink not possessing identification issued by FiberLink or who has violated any of WCTC's policies as outlined in the FiberLink Security Training documents provided by WCTC to FiberLink. FiberLink shall hold WCTC harmless for any damages resulting from such removal of its personnel from WCTC premises. FiberLink shall be solely responsible for ensuring that any guest of FiberLink is in compliance with all subsections of this Section.

- 12.1.1 FiberLink will be required, at its own expense, to conduct a statewide investigation of criminal history records for each FiberLink employee being considered for work on the WCTC premises, for the states/counties where the FiberLink employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 12.1.2 FiberLink will be required to administer to its personnel assigned to the WCTC premises, security training either provided by WCTC, or meeting criteria defined by WCTC.
- 12.1.3 FiberLink shall not assign to the WCTC premises any personnel with records of criminal convictions the circumstances of which substantially relate to the circumstances of the particular position nor will FiberLink assign to any WCTC premises any person whom WCTC has terminated from WCTC's employment for cause ("Disqualified Person"), provided that WCTC has identified such Disqualified Person to FiberLink in a timely response to a reference request from FiberLink, or, if no such request was made, WCTC has identified such Disqualified Person to FiberLink as soon as reasonably practicable after WCTC has learned that FiberLink has assigned a Disqualified Person to any WCTC premises. FiberLink shall not assign to the WCTC premises any personnel with records of felony or misdemeanor convictions, except for misdemeanor traffic violations, without advising WCTC of the nature and gravity of the offense(s). Notwithstanding the foregoing, in the event that FiberLink chooses not to advise WCTC of the nature and gravity of any felony or misdemeanor conviction, FiberLink may, in the alternative, certify to WCTC that it shall not assign to the WCTC premises any personnel with records of felony or misdemeanor convictions, the circumstances of which substantially relate to the circumstances of the particular position (other than misdemeanor traffic violations).
- 12.1.4 For each FiberLink employee requiring access to a WCTC premise pursuant to this Article, FiberLink shall furnish WCTC, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions, the circumstances of which substantially relate to the circumstances of the particular position, were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor

convictions the circumstances of which substantially relate to the circumstances of the particular position, FiberLink will disclose the nature of the convictions to WCTC at that time. In the alternative, FiberLink may certify to WCTC that it shall not assign to the WCTC premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.1.5 At WCTC's request, FiberLink shall promptly remove from WCTC's premises any employee of FiberLink upon notice from WCTC that (a) such employee is interfering with the property or personnel of WCTC or another CLEC; or (b) pursuant to any investigation conducted by WCTC, it has been determined that such employee has interfered. Where there is danger of immediate harm to personnel or property, then WCTC may take any appropriate steps to remove the FiberLink employee and notify FiberLink immediately thereafter.
- 12.2 Notification to WCTC. WCTC reserves the right to reasonably interview FiberLink's employees, agents, or contractors in the event of wrongdoing in or around WCTC's property or involving WCTC's or another FiberLink's property or personnel, provided that WCTC shall provide reasonable notice to FiberLink's security contact of such interview. FiberLink and its contractors shall reasonably cooperate with WCTC's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving FiberLink's employees, agents, or contractors. FiberLink shall notify WCTC in writing immediately in the event that FiberLink discovers one of its employees already working on the WCTC premises is a security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the WCTC premises, any employee found to have violated the security and safety requirements of this Section.
- 12.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies of either Party, whether or not used routinely to provide telephone service (e.g., plug-in cards) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the WCTC premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.5 Use of Portable Phone. Use of portable cellular, digital cellular or PCS phones is prohibited in WCTC premises, except in case of emergency when official lines are out of service.

12.6 Accountability. Full compliance with the security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. OSHA Statement

13.1 FiberLink, in recognition of WCTC's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of WCTC with all federal, state and local laws, safety and health regulations including but not limited to OSHA regulations relating to the dedicated collocation space which FiberLink has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold WCTC harmless for any judgments, citations, fines, or other penalties which are assessed against WCTC as the result of FiberLink's failure to comply with any of the foregoing. WCTC, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the dedicated collocation space which WCTC has agreed to maintain pursuant hereto.

14. Reserved for Future Use

15. Destruction of Collocation Space

15.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for FiberLink's permitted use hereunder, then either Party may elect within ten (10) Business Days after such damage, to terminate this Article, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for FiberLink's permitted use, or is damaged and the option to terminate is not exercised by either Party, WCTC covenants and agrees to proceed promptly without expense to FiberLink, except for improvements not the property of WCTC, to repair the damage. WCTC shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of WCTC, which causes shall not be construed as limiting factors, but as exemplary only. FiberLink may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a WCTC Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a WCTC vendor. If FiberLink's acceleration of the project increases the cost of the project, then those additional charges will be incurred by FiberLink. Where allowed and where practical, FiberLink may erect a temporary facility while WCTC rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, FiberLink shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for FiberLink's permitted use, until such Collocation Space

is fully repaired and restored and FiberLink's equipment installed therein (but in no event later than thirty (30) Business Days after the Collocation Space is fully repaired and restored).

15.2 Reserved for Future Use

16. Eminent Domain

- 16.1 If the whole of any Collocation Space shall be taken by any public authority under the power of eminent domain, then this Article shall terminate with respect to such Collocation Space as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by WCTC of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, WCTC and FiberLink shall each have the right to terminate this Article with respect to such Collocation Space and declare the same null and void, by written notice of such intention to the other Party within ten (10) Business Days after such taking.

17. Nonexclusivity

- 17.1 FiberLink understands that this Article is not exclusive and that WCTC may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a "first-come, first-served basis."

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

WCTC

FiberLink

Wood County Telephone, Co.

By [Signature] By _____

Name DOUGLAS J. WENZ Name _____

Title EXEC V.P. & GEN MGR Title _____

Date 12/22/00 Date _____

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

WCTC

Charter
FiberLink, LLC

By _____

By Jerrold C. Lambert

Name _____

Name Jerrold C. Lambert

Title _____

Title Vice President

Date _____

Date 12/20/00

**WOOD COUNTY
TELEPHONE COMPANY/FIBERLINK
RATES**

Attachment 1
Part A

WISCONSIN		RECURRING		NON-RECURRING	
		Monthly		Initial	Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>Tandem Switching</u>					
	per minute of use (without Tandem Trunks)	\$	0.000674	NA	NA
<u>Dedicated Transport</u>					
Entrance Facility:					
	DS1	\$	69.09	NA	NA
	DS3	\$	1,005.93	NA	NA
Interoffice Transport:					
	DS1				
	Interoffice Mileage Termination - Per Point of Termination	\$	15.69	NA	NA
	Interoffice Mileage - Per Mile	\$	2.41	NA	NA
	DS3				
	Interoffice Mileage Termination - Per Point of Termination	\$	173.23	NA	NA
	Interoffice Mileage - Per Mile	\$	36.20	NA	NA
<u>Multiplexing</u>					
	DS1 to Voice Grade	\$	298.31	NA	NA
	DS3 to DS1	\$	383.00	NA	NA
<u>Dedicated Transport Cross Connects</u>					
	DS1	\$	0.52	NA	NA
	DS3	\$	0.96	NA	NA
<u>Dedicated Transport Optional Features & Functions</u>					
	DS1			\$	
	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			371.79	NA
<u>Dedicated Transport Installation & Rearrangement Charges</u>					
	DS1			\$	
	Administration Charge - Per Order	NA		346.87	NA
	Design & Central Office Connection Charge - Per Circuit	NA		543.46	NA
	Carrier Connection Charge - Per Order	NA		516.53	NA
	DS3			\$	
	Administration Charge - Per Order	NA		266.67	NA
	Design & Central Office Connection Charge - Per Circuit	NA		578.43	NA
	Carrier Connection Charge - Per Order	NA		345.33	NA
<u>Line Information Database - LIDB</u>					
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$	0.016050 (per query)	NA	NA
<u>Service Order/Service Request Charge</u>					
	Residence			\$26.25	
	Business			\$31.90	

**WOOD COUNTY
TELEPHONE COMPANY/FIBERLINK
RATES**

Attachment 1
Part A

WISCONSIN	RECURRING		NON-RECURRING	
	Monthly		Initial	Additional
RECIPROCAL COMPENSATION				
<u>Tandem Switching</u>				
Per minute of use	\$	0.000704	NA	NA
<u>Shared Transport</u>				
Termination per Minute of Use (Statewide)	\$	0.000188	NA	NA
Facility per Minute, per Mile (Statewide)	\$	0.000014	NA	NA
<u>Local Switching</u>				
Per Originating or Terminating MOU (Statewide)	\$	0.004241	NA	NA
TRANSIT SERVICE				
<u>Tandem Switching</u>				
Per minute of use	\$	0.004907	NA	
<u>Tandem Termination</u>				
Per minute of use	\$	0.000175	NA	
<u>Tandem Facility</u>				
Per minute of use	\$	0.000012	NA	
COLLOCATION				
<u>Applicable to Cageless Physical Collocation Only</u>				
Order Charge/Connect Order			\$	357.75
Order Charge/Disconnect Order			\$	9.37
Space preparation fee per Initial bay			\$	27,566.46
Space preparation fee ea addl bay			\$	4,765.16
CO Floor Space/bay	\$	52.73		
<u>Applicable to Caged Physical Collocation Only</u>				
Order Charge per Connect Order			\$	497.13
Order Charge/Disconnect order			\$	9.37
Space preparation fee per initial 50 sqft			\$	26,548.31
Space preparation fee ea addl 50 sqft			\$	6,851.69
Enclosure 1st 50 sqft			\$	3,370.72
Enclosure ea addl 50 sqft			\$	1,542.80
CO floor space/50 sqft	\$	486.39		

**WOOD COUNTY
TELEPHONE COMPANY/FIBERLINK
RATES**

Attachment 1
Part A

WISCONSIN	RECURRING	NON-RECURRING	
	Monthly	Initial	Additional
<u>Applicable to All Physical Collocation Offerings</u>			
Cable Pulling Ca Vault to Node -1st ft		\$ 77.97	
Cable pulling Ca Vault to Node -ea addl ft		\$ 0.78	
Power Delivery/Power lead		\$ 1,686.48	
Space Reservation		\$ 680.30	
Entrance Conduit/innerduct/ft	\$ 0.07		
<u>Applicable to All Physical & Virtual Collocation Offerings</u>			
Cable Vault Splicing - per initial		\$ 192.55	
Cable Vault Splicing - per subsequent		\$ 14.27	
Splice Testing - per Initial		\$ 44.18	
Splice Testing - per subsequent		\$ 2.59	
Cable Pulling MH to Cable Vault-1st ft		\$ 208.94	
Cable Pulling MH to Cable Vault-ea addl ft		\$ 1.04	
Power Consumption/Fuse Amp	\$ 6.43		
200 Conductor Electrical Cross Connect Block	\$ 80.32		
Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 19.12		
Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 59.90		
Riser space/ft	\$ 1.39		
<u>Applicable to Virtual Collocation Only</u>			
Service Order		\$ 104.74	
Cable Pulling-Vault to LGX Panel- 1st ft		\$ 77.97	
Cable Pulling-Vault to LGX Panel- ea addl ft		\$ 0.78	
Proj Mgmt Fee - initial 7' bay		\$ 2,721.18	
Proj Mgmt Fee - ea subs 7' bay		\$ 1,360.59	
Proj Mgmt Fee - initial shelf		\$ 2,040.89	
Proj Mgmt Fee - ea addl shelf		\$ 1,224.53	
Proj Mgmt Fee - per rearrangement		\$ 1,632.71	
Power Delivery/7' Bay		\$ 1,686.48	
Thru Connect per DSX1 to DSX1	\$ 0.26	\$ 6.55	
Thru Connect per OCX to OCX	\$ 1.84	\$ 6.55	
7' bay (Co. provided/installed)/bay	\$ 47.65	\$ 367.98	
7' bay (cust provided/installed)/bay	\$ 34.50		
Riser Space/fiber termination	\$ 1.91		
Digital Timing Source/timing ckt	\$ 3.21		
Entrance Facility/ft	\$ 0.07		

**WOOD COUNTY
TELEPHONE COMPANY/FIBERLINK
RATES**

Attachment 1
Part A

WISCONSIN	RECURRING	NON-RECURRING	
	Monthly	Initial	Additional
<u>Interim Number Portability</u>			
INP - 1st Path	\$ 2.16	\$ 37.31	
Additional Path	\$ 3.00	\$ 23.65	
Shared Access	\$ 4.57		
CLEC Account Establishment		\$ 166.32	
Percent Local Usage			100%
WCTC			
FiberLink			
Security Cardkey			\$50.00

FIBERLINK/WOOD COUNTY TELEPHONE COMPANY RATES

Attachment 1
Part B

WISCONSIN	RECURRING	NON-RECURRING	
	Monthly	Initial	Additional
UNBUNDLED NETWORK ELEMENTS			
Tandem Switching			
Per minute of use (without Tandem Trunks)	\$ 0.000674	NA	NA
Line Information Database - LIDB			
USAGE			
Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.016050 (per query)	NA	NA
Service Order/Service Request Charge			
Residence		\$ 26.25	
Business		\$ 31.90	
RECIPROCAL COMPENSATION			
Tandem Switching			
Per minute of use	\$ 0.000704	NA	NA
Shared Transport			
Termination per Minute of Use (Statewide)	\$ 0.000188	NA	NA
Facility per Minutes, per mile (Statewide)	\$ 0.000014	NA	NA
Local Switching			
Per Originating or Terminating MOU (Statewide)	\$ 0.004241	NA	NA
TRANSIT SERVICE			
Tandem Switching			
Per minute of use	\$ 0.004907	NA	
Tandem Termination			
Per minute of use	\$ 0.000175	NA	
Tandem Facility			
Per minute of use	\$ 0.000012	NA	
Applicable to Virtual Collocation Only			
Service Order		\$ 104.74	
Cable Pulling-Vault to LGX Panel - 1st ft		\$ 77.97	
Cable Pulling-Vault to LGX Panel - ea addl ft		\$ 0.78	
Proj Mgmt Fee - initial 7' bay		\$ 2,721.18	
Proj Mgmt Fee - ea subs 7' bay		\$ 1,360.59	
Proj Mgmt Fee - initial shelf		\$ 2,040.89	
Proj Mgmt Fee - ea addl shelf		\$ 1,224.53	
Proj Mgmt Fee - per arrangement		\$ 1,632.71	
Power Delivery/7' Bay		\$ 1,686.48	
Thru Connect per DSX1 to DSX1	\$ 0.26	\$ 6.55	
Thru Connect per OCX to OCX	\$ 1.84	\$ 6.55	
7' bay (Co. provided/installed)/bay	\$ 47.65	\$ 367.98	
7' bay (cust provided/installed)/bay	\$ 34.50		
Riser Space/fiber termination	\$ 1.91		

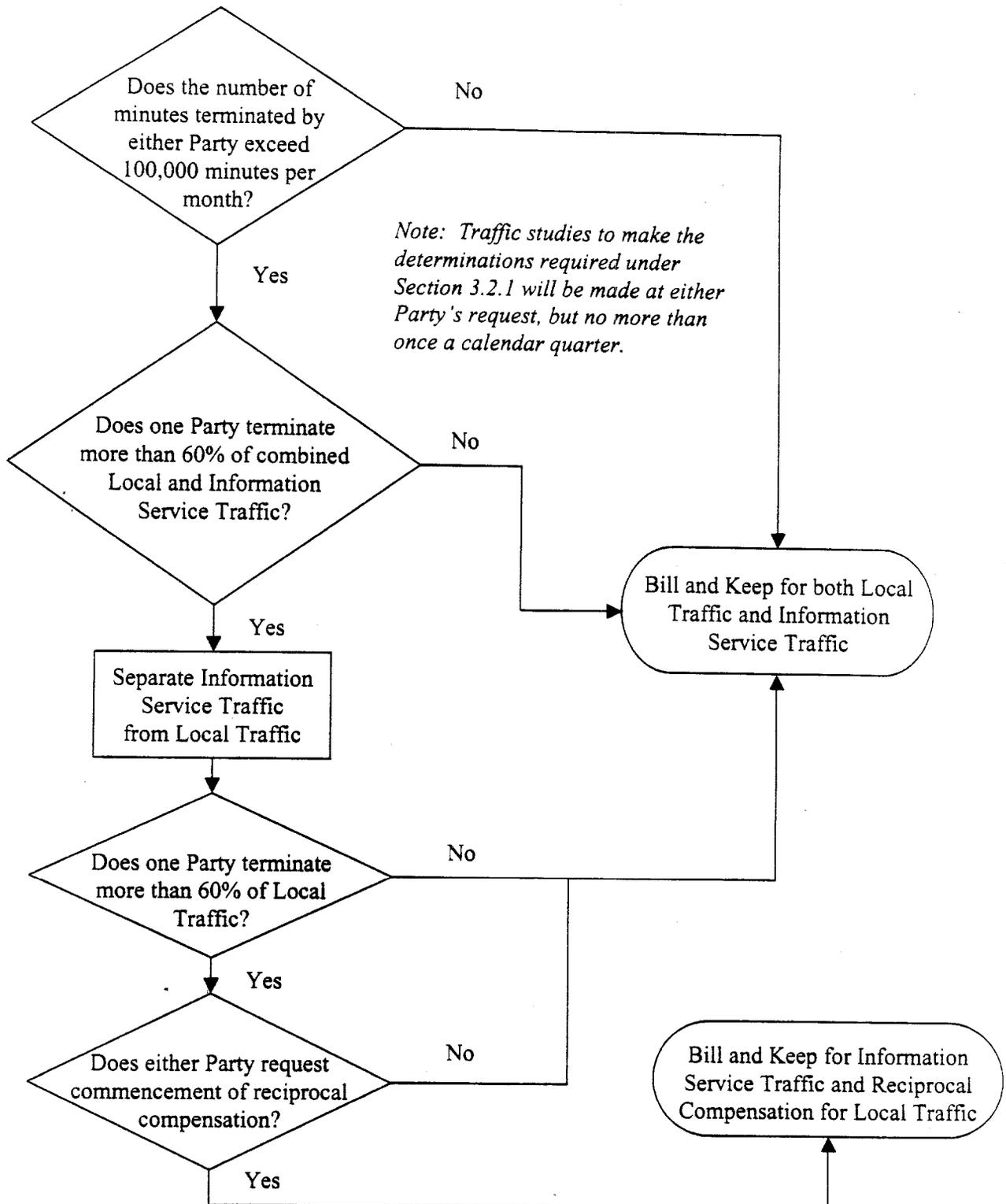
FIBERLINK/WOOD COUNTY TELEPHONE COMPANY RATES

Attachment 1
Part B

WISCONSIN	RECURRING		NON-RECURRING	
	Monthly		Initial	Additional
Digital Timing Source/timing ckt	\$	3.21		
Entrance Facility/ft	\$	0.07		
<u>Interim Number Portability</u>				
INP - 1st Path	\$	2.16	\$	37.31
Additional Path	\$	3.00	\$	23.65
Shared Access	\$	4.57		
CLEC Account Establishment			\$	166.32
Percent Local Usage				100%
WCTC				
Fiberlink				
Security Cardkey			\$	50.00

Reciprocal Compensation Flowchart

(Showing reciprocal compensation determinations under proposed Section 3.2.1 of interconnection agreement)





COLLOCATION APPLICATION

Collocation Type: Physical (Secured) Physical (Unsecured) Virtual

Customer Information Section

COMPANY NAME		STREET		VER	DATE SENT
CITY/TOWN	STATE	ZIP CODE	DESIRED SERVICE DATE		
CONTACT NAME		TEL NO.	FAX NO.	24 HR CONTACT NUMBER	
AON	ACTIVITY	PIU	AP/STATE SPECIFIC FORM ATTACHED		

Billing Information Section

BAN	BILL NAME	ACNA	STREET		
FLOOR	ROOM	CITY	STATE	ZIP CODE	
BILL CON	TEL NO.	DMT			

Desired Interconnection Site Section

ACCESS PROVIDER	STREET	ZIP CODE	ACTL
CITY/TOWN	STATE	ZIP CODE	

Floor Space Requirements Section

EQUIP. FRAMES	SPACE REQUIRED	FLOOR PLAN	IS A RAISED FLOOR REQUIRED? IF SO PLEASE EXPLAIN WHY
---------------	----------------	------------	--

Tech Equip Specs. Section

DC POWER REQUIREMENTS:		NO. OF A&B FEEDS	NO. OF AMPS PER FEED	SPEC. AC POWER REQUIREMENTS	TOTAL ANTICIPATED EQUIP LOAD
(PHYSICAL OR VIRTUAL)					
ACCESS CUSTOMER INSTALLED EQUIPMENT: (PHYSICAL)					
MANUFACTURER AND MODEL NUMBER					
		PHYSICAL DIMENSIONS - LA/W/H		QTY	NLBS
		X	X		
		X	X		
		X	X		
		X	X		
		X	X		
		X	X		
		X	X		



COLLOCATION APPLICATION

Service Requirements Section (Cont'd)

TYPE OF PLUG-IN	SLOT/CIRCUIT #	IN SVC	QUANTITY	PROTECTION

Customer's Vendor Selection Section (Physical Only)

ENG'R VENDOR	STREET	STATE	ZIP CODE	TEL. NO.
CITY/TOWN				
OSP VENDOR (CBL PLCMT)	STREET	STATE	ZIP CODE	TEL. NO.
CITY/TOWN				
OSP VENDOR (CBL SPLICING)	STREET	STATE	ZIP CODE	TEL. NO.
CITY/TOWN				
INSTALL VENDOR (CUST. EQUIP.)	STREET	STATE	ZIP CODE	TEL. NO.
CITY/TOWN				
INSTALL VENDOR (RISER CBL)	STREET	STATE	ZIP CODE	TEL. NO.
CITY/TOWN				



Physical Only

COLLOCATION APPLICATION

On Physical Collocation orders please provide an equipment layout drawing in the box shown below.

DRAFT



COLLOCATION APPLICATION

Physical Only

DESCRIBE EXPECTED USE OF SPACE	
NUMBER OF EMPLOYEE THAT NEED ACCESS TO EQUIPMENT SPACE	NUMBER OF CONTRACTORS THAT NEED ACCESS TO SPACE
WILL THE SPACE BE USED AS A REGULAR WORK LOCATION?	
PLEASE PROVIDE CONTACT, AVAILABLE 24 HOURS PER DAY, 7 DAYS A WEEK TO BE USED TO VERIFY REQUEST FOR ACCESS TO THE EQUIPMENT LOCATION.	
CONTACT NAME	TEL. NO.
	FAX NO.

The Customer understands that in the event the customer withdraws their application after it is received by Wood County Telephone or if Central Office is not available, the customer shall be responsible for any and all costs associated with work efforts up to the time of Wood County Telephone's receipt of a written withdrawal request.

The Customer further understands that this application shall be referenced by the Customer and Wood County Telephone in their mutual collocation contract agreement. The Customer thereby represents and warrants that all information contained in this document is true and correct in all material respects and does not fail to state any information which would make the information contained herein materially misleading. Any breach of the foregoing representation and warrantee may, at Wood County Telephone's option, be a breach of the collocation contract agreement pursuant to the terms thereof.

The customer further represents and warrants that it has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier in the specified state. Copies of applicable regulatory authority are to be provided as part of this application. The customer agrees that receipt of copies of this authority by Wood County Telephone imposes no obligation on Wood County Telephone to verify the customer's representation and warranty that it has all regulatory authority and in no way limits the customer's responsibility to obtain such regulatory authority.

Accepted By: CLEC Name

Signature & Title

Name - Type or Print

Date Signed

DRAFT

ATTACHMENT 4-ASR/LSR

(Insert Your Company Logo)

Access Service Request

V22
(09/00)

Administrative Section											
CC	UNE	D/SENT	CCNA	PON	VER	ASR NO	SPA	ICSC			
CNO			QA	CBD	DDD	FDT	PROJECT				
			PFPID			LUP	BSA	REQTYP	ACT	OSA	WST
RTR	SUP	AFO	QNAI	TQ	EXP	AEENG	ALBR	AGAUTH	DATED	CUST	
FBA	EF	DT	MUX	FNI		CFNI				PSLI	
CKR										PSLI	
LTP										UNIT	PIU
										PLU	
QTY										QTY	
ACTL										TSC	
CCVN										RPON	
										AFG	SPEC
REMARKS											
Bill Section											
EBP	STREET	BILLINM	FLOOR	ROOM	CITY	ACNA	TE				
STATE	ZIP CODE	BILLCON	TEL NO	VTA							
VCVTA		IMBAN									

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 Telephone number: 202-434-8822; E-mail: mnichols@atis.org

ATTACHMENT 4-ASR/LSR (Cont'd)

(Insert Your Company Logo) **Access Service Request (Continued)** V22
(09/00)

Administrative Section CCNA [] PON [] VER [] ASR NO [] SPA [] ICSC []

Contact Section INIT [] TEL NO [] INIT FAX NO []

INIT EMAIL [] FLOOR [] ROOM [] CITY [] STATE [] ZIP CODE []

STREET [] DSGCON [] TEL NO [] DSG FAX NO []

DSG EMAIL [] DRC [] FDRC [] FLOOR [] ROOM [] CITY [] STATE []

STREET [] ZIP CODE [] MTCE []

IMPCON [] TEL NO [] D/TREC [] TEL NO []

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ATTACHMENT 4-ASR/LSR (Cont'd)

V20
(02-99)

(Insert Your Company Logo) **Translation Questionnaire (Cont'd)**

Administrative Section CCNA PON _____ VER ASR NO _____

SAC NXX Code Activity Section C/C _____ ORD LEV _____ 00Y TEST ANI _____ TECH CON _____ TEL NO _____

SAC ACT APON _____ TEST TN _____

NXX _____

TEST RESPONSE _____

SAC ACT APON _____ TEST TN _____

NXX _____

TEST RESPONSE _____

REMARKS

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ATTACHMENT 4-ASR/LSR (Cont'd)

V5
8/00

Loop Service

(Insert Your Company Logo)

Administrative Section

PON	VER	AN	ATN	LQTY	PG_of
[1][1]	[2][1]	[3][1]	[4][1]	[5][1]	[6][1]

Service Details

LOCNUM	LNUM	LNA	CKR	TSP
[7][1]	[8][1]	[9][1]	[10][1]	[11][1]

SAN	ECCKT	CFA	CCEA
[12][1]	[13][1]	[14][1]	[15][1]

SHELF	SLOT	RELAY RACK	CHAN/PAIR	UNIT	JK CODE	JK NUM	JK POS	JR	NIDR	IWJK	IWJQ	SYSTEM ID	CABLE ID
[16][1]	[17][1]	[18][1]	[19][1]	[20][1]	[21][1]	[22][1]	[23][1]	[24][1]	[25][1]	[26][1]	[27][1]	[28][1]	[29][1]

IWJK	IWJQ	DISC NBR	TER	TC OPT	TC TO PRI	TC TO SEC
[28][1]	[29][1]	[30][1]	[31][1]	[32][1]	[33][1]	[34][1]

TCID	TC NAME	TCID	TC NAME
[35][1]	[36][1]	[35][1]	[36][1]

TC PER	LEAN	TC PER	LEAN
[37][1]	[38][1]	[37][1]	[38][1]

LOCNUM	LNUM	LNA	CKR	TSP
[7][1]	[8][1]	[9][1]	[10][1]	[11][1]

SAN	ECCKT	CFA	CCEA
[12][1]	[13][1]	[14][1]	[15][1]

SHELF	SLOT	RELAY RACK	CHAN/PAIR	UNIT	JK CODE	JK NUM	JK POS	JR	NIDR	IWJK	IWJQ	SYSTEM ID	CABLE ID
[16][1]	[17][1]	[18][1]	[19][1]	[20][1]	[21][1]	[22][1]	[23][1]	[24][1]	[25][1]	[26][1]	[27][1]	[28][1]	[29][1]

IWJK	IWJQ	DISC NBR	TER	TC OPT	TC TO PRI	TC TO SEC
[28][1]	[29][1]	[30][1]	[31][1]	[32][1]	[33][1]	[34][1]

TCID	TC NAME	TCID	TC NAME
[35][1]	[36][1]	[35][1]	[36][1]

TC PER	LEAN	TC PER	LEAN
[37][1]	[38][1]	[37][1]	[38][1]

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ATTACHMENT 4-ASR/LSR (Cont'd)

V5
8/00

(Insert Your Company Logo)
Administrative Section

End User Information

PON _____ VER AN _____ ATN _____ DQTY _____ PG. of _____

Location and Access

LOCNUM NAME _____ AFT S APR SANO SASF SASD _____ SASS _____

SASN _____

LD1 _____ LD2 _____ LD3 _____ LV3 _____ SATH _____

LD4 _____ LV2 _____

AM _____

CITY _____ STATE ZIP _____ LCON _____

TEL NO _____ EUMI _____

ACC _____

ACC (continued) _____

WSOP CPE MFR _____ CPE MOD _____ ERL IBT _____

Inside Wire

IWO MBAN _____ IWCON _____ TEL NO _____

Bill Section

EAN _____ EATN _____ FBI BILLNM _____

SBLLNM _____ STREET _____ FLOOR _____ ROOM _____

CITY _____ STATE ZIP _____ BILLCON _____

TEL NO _____ SSN _____

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ATTACHMENT 4-ASR/LSR (Cont'd)

(Insert Your Company Logo)

Number Portability

V5
8/00

Administrative Section

PON _____ VER AN _____ ATN _____ NPQTY _____ PG_of_ _____

Service Details

LOCNUM LNUN NPI LNA CKR _____ LRN _____ TDT _____

ECCKT _____

PORTED NBR _____

TNP CFTN _____

NPT RTI _____

NPTG _____

LSCP BA BLOCK _____

BA BLOCK _____

FPI LPIC _____

TC OPT _____

TC TO PRI _____

TC TO SEC _____

TCID TC NAME _____

TCID TC NAME _____

TC PER _____

LEAN _____

LEATN _____

LOCNUM LNUN NPI LNA CKR _____ LRN _____ TDT _____

ECCKT _____

PORTED NBR _____

TNP CFTN _____

NPT RTI _____

NPTG _____

LSCP BA BLOCK _____

BA BLOCK _____

FPI LPIC _____

TC OPT _____

TC TO PRI _____

TC TO SEC _____

TCID TC NAME _____

TCID TC NAME _____

TC PER _____

LEAN _____

LEATN _____

ATTACHMENT 4-ASR/LSR (Cont'd)

V5
8/00

(Insert Your Company Logo)

Directory Listing (DL)

Administrative Section

CCNA PON _____ VER DSR NO _____ ATN _____ AN _____
 SC1 _____ PG_of _____
 SC2 _____

Listing Control Section

LACT ALI RTY LTY EOS STYC TOA DOI WPP LOCNUM DLNUM MTN
 PPTN _____ DDQTY LTXQTY _____

Listing Indicators Section

DML NOSL TMKT BRO ADV STR DLNIM PROF DIRIDL DIRNAME
 DIRSUB _____ LID1 _____ LID2 _____ OMSD _____
 OMSD (continued) _____

Listing Instruction Section

LTN NSTN OMTN LEX DNA LNPL LNLN
 LNLN (continued) _____ LNFN _____
 LNFN (continued) _____ DES _____
 TL _____ TITLE1 _____ TLD _____ TITLE1D _____ TITLE2D _____
 NICK _____ PLA _____
 PLA (continued) _____ LTXNUM LTXTY LPHRASE LTEXT _____
 LTEXT (continued) _____
 LTEXT (continued) _____
 LTEXT (continued) _____
 LTEXT (continued) _____
 ACA ADI LAPR LANO LASF LASD _____
 LASN _____
 LATH _____ LASS LALO _____
 LALOC _____ LAST LAZC _____

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 Telephone number: 202-434-9622, e-mail: michon@atishq.org

ATTACHMENT 4-ASR/LSR (Cont'd)

V5
8/00

(Insert Your Company Logo) Directory Service Request (continued)

Administrative Section

CCNA	PON	VER	DSR NO	LOCITY	AN
ATN	EAN	EATN	SC1	SC2	PG of

Service Address Section

AACT	LOCNUM	NAME	AFT	SAPR	SANO	SASF	SASD
SASN							
LD1	LV1		LD3	LV3	CITY		SASS
SAST	ZIP	AAI					

Service Address Section

AACT	LOCNUM	NAME	AFT	SAPR	SANO	SASF	SASD
SASN							
LD1	LV1		LD3	LV3	CITY		SASS
SAST	ZIP	AAI					

Service Address Section

AACT	LOCNUM	NAME	AFT	SAPR	SANO	SASF	SASD
SASN							
LD1	LV1		LD3	LV3	CITY		SASS
SAST	ZIP	AAI					

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