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October 27, 2006

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of a Negotiated Amendment to Add LWC Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Sage Telecom, Inc..

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Sage Telecom, Inc. hereby request approval, pursuant to 47 U.S.C. 252, a Negotiated Amendment to Add LWC Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Sage Telecom, Inc..

I have been authorized by Sage Telecom, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed Agreement.

Sage Telecom, Inc.
Robert W. McCausland
Vice President-Regulatory Affairs
805 Central Expressway
Suite 100
Allen, TX 75013
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F: 214-495-4795
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Sincerely,

/s/ Erik S. CaPaul
Erik S. CaPaul

Enclosure

AMENDMENT TO CERTAIN INTERCONNECTION AGREEMENTS UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Amendment to Certain Interconnection Agreements Under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Pacific Bell Telephone Company d/b/a AT&T California, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (each, an "AT&T ILEC", collectively, the "AT&T ILECs"), and Sage Telecom, Inc. ("CLEC", as further defined below) (the AT&T ILECs and the CLEC are referred to herein collectively as the "Parties"; singularly, each is a "Party").

WHEREAS, the AT&T ILECs and CLEC are the parties to certain Interconnection Agreements ("Interconnection Agreements") under Sections 251/252 of the federal Telecommunications Act of 1996 in the States of California, Indiana, Michigan, Missouri, and Wisconsin (the "Covered States");

WHEREAS, the AT&T ILECs and CLEC are the parties to that certain "Private Commercial Agreement for Local Wholesale Complete" (the "LWC Agreement"); and

WHEREAS, as a result of orders ("Orders") from the State regulatory commissions (the "State Commissions") for the Covered States, the AT&T ILECs and CLEC have filed the LWC Agreement for approval under 47 U.S.C. § 252 with those State Commissions; and

WHEREAS, the AT&T ILECs and CLEC have agreed to amend the LWC Agreement ("LWC Amendment") and, correspondingly, the AT&T ILEC and CLEC believe that they are under an obligation to file the LWC Amendment with each State Commission for approval under 47 U.S.C. § 252;

WHEREAS, the Parties have also agreed to amend their current Interconnection Agreements in the Covered States.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **LWC Agreement Changes.**

1.1 Attached and incorporated herein is the LWC Amendment. The LWC Amendment amends the LWC Agreement, and shall be considered and treated as part of the LWC Agreement, including without limitation for purposes of applying the distinctions between the LWC Agreement, on one hand, and any interconnection agreement and/or interconnection agreement amendment, on the other, that are made or contained in any of the foregoing.

1.2 In the event that a State Commission determines that, or as a result of an action by the Federal Communications Commission or a court of competent jurisdiction, the LWC Agreement and/or the LWC Amendment need not have been filed with or approved by a State Commission pursuant to 47 U.S.C. § 252, the LWC Agreement and/or LWC Amendment shall be automatically deemed withdrawn, as of the effective date of such action. Such withdrawal shall not in any way affect the effectiveness and enforceability of the LWC Agreement between any AT&T ILEC and CLEC, in accordance with its terms.

2. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any of the Orders and any remands thereof, including its rights of appeal and/or review. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to any of the Orders, or from raising and pursuing its rights, remedies and arguments with respect to any Order or any other Commission order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

3. Intervening Law/Change of Law

3.1 In entering into this Amendment and carrying out the provisions herein, and except as may be inconsistent with the Superseding Amendment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into the current Interconnection Agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"), the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); , and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in the current Interconnection Agreements (including this and any other amendments to any of them), the AT&T ILECs shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in any Interconnection Agreements and this Amendment and except to the extent that an AT&T ILEC has adopted the FCC ISP terminating compensation plan ("FCC Plan") in the Covered State in which such AT&T ILEC operates, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into the Interconnection Agreements, these rights also include but are not limited to the AT&T ILEC's right to exercise its option at any time to adopt on a date specified by the AT&T ILEC the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to the relevant Interconnection Agreement (except that the reciprocal compensation provisions of the Superseding Amendment shall apply with respect to Traffic that originates from and/or terminates to an end office switch used by CLEC when AT&T ILEC is the entity providing the use of the end office switch (e.g., switching capacity) to CLEC. If any effective action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the current Interconnection Agreements and this Amendment (excluding the LWC Agreement and the LWC Amendment) and/or otherwise affects the rights or obligations of either Party that are addressed by the current Interconnection Agreements and this Amendment (excluding the LWC Agreement and the LWC Amendment), specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the current Interconnection Agreements. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written

Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current Interconnection Agreements or, to the extent that they expressly supersede the current Interconnection Agreements, future interconnection agreement(s).

- 3.2 Nothing in this Amendment shall affect the continued application, including the application to and under this Amendment and its provisions, of the numbered subsections of the Intervening Law/Change of Law Section of the Superseding Amendment.
- 3.3 Without affecting the other provisions hereof, neither the LWC Agreement nor the LWC Amendment is subject to Paragraphs 3.1-3.2, inclusive, hereof, nor is the LWC Agreement or the LWC Amendment subject to any "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions in the Parties' current Interconnection Agreements or future interconnection agreement(s).

4. Amendment Effective Date

- 4.1 The effective date of this Amendment in a State shall be the first business day after the State Commission for that State has approved this Amendment under Section 252(e) of the Act or, absent such Commission approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act¹ ("Amendment Effective Date"). In the event that all or any portion of this Amendment or the LWC Amendment as agreed-to and submitted is rejected and/or modified by a State Commission, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by that State Commission.

5. Additional Terms and Conditions

- 5.1 The Parties agree that each and every term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a due to the Orders, and included the totality of terms and conditions listed herein, and that it is an indivisible whole, intended to bind the AT&T ILECs and CLEC.
- 5.2 Except as specifically modified by this Amendment with respect to their mutual obligations herein and subject to Paragraph 4, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 5.3 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 5.4 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the LWC Amendment (including its accompanying Schedule), the provisions of this Amendment shall control in the Covered States and apply but only to the extent of such conflict or inconsistency. As used in this Paragraph 5, "this Amendment" excludes the LWC Agreement and the LWC Amendment.
- 5.5 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.
- 5.6 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

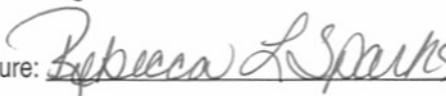
¹ Notwithstanding anything to the contrary in any Agreement (including, as applicable, this Amendment and any other amendments to the Agreement) (collectively for this footnote, "Agreement"), the provisions hereof subsequently adopted ("MFN Provisions") by any other telecommunications carrier ("Adopting CLEC") from such Agreement (including without limitation this Amendment) shall only apply prospectively beginning from the date that the MFN provisions become effective between the AT&T ILEC and the Adopting CLEC following the date the State Commission approves or is deemed to have approved the Adopting CLEC's MFN Provisions as between the AT&T ILEC and Adopting CLEC ("Section 252(i) Effective Date"). In no event shall the MFN Provisions apply retroactively prior to the effective date of the adoption under Section 252(i) or the Section 252(i) Effective Date.

IN WITNESS WHEREOF, this Amendment was executed in duplicate on behalf of each Party by its authorized representative on the date(s) written below.

Sage Telecom, Inc.

Pacific Bell Telephone Company d/b/a AT&T California, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., their authorized agent

Signature: 

Signature: 

Name: Robert W. McCausland

Name: Rebecca L. Sparks

Title: Vice President, Regulatory Affairs

Title: Executive Director-Regulatory

Date: 10-20-06

Date: OCT 23 2006

FACILITIES-BASED OCN # CA 9239, IN 9846, MI 8152, MO 9078 and WI 9813

ACNA SGZ

AMENDMENT
to the
PRIVATE COMMERCIAL AGREEMENT FOR LOCAL WHOLESALE COMPLETE

This Amendment to the Private Commercial Agreement ("Amendment") is entered into by and between Sage Telecom, Inc. and Sage Telecom of Texas, L.P. (hereinafter collectively referred to as "SAGE"), and AT&T-13STATE¹ (collectively, the "Parties").

WHEREAS, AT&T-13STATE and SAGE are the parties to that certain "Private Commercial Agreement for Local Wholesale Complete" dated as of April 21, 2004, as previously amended (the "Agreement"); and

WHEREAS, AT&T-13STATE and SAGE have agreed to amend the Agreement as set forth herein.

WHEREAS, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment, and the changes made to the Agreement, being an indivisible whole.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Changes to the Agreement

1.1 Sections 1.3, 1.3.1, 1.3.2, and 1.3.3 of the Agreement are hereby deleted and replaced with the following:

1.3 For the Term (as defined herein) SAGE agrees not to use the so-called "Unbundled Network Element Platform" (or "UNE-P"), any equivalent or substantially similar arrangement that may be available pursuant to any state law, or any UNE-P equivalent or substantially similar arrangement that includes any AT&T-13STATE local switching under 47 U.S.C. § 271, as any of them may be available from AT&T-13STATE. Additionally, SAGE agrees that it will not permit any Affiliate to use LWC, except through the process set forth in Section 1.3.3.

1.3.1 SAGE hereby irrevocably waives any right to purchase, directly or indirectly, any AT&T-13STATE-provided unbundled switching or any equivalent or substantially similar product available pursuant to any state law, as may be available from AT&T-13STATE, and SAGE shall not use, request, order, or otherwise authorize or permit the use of any such AT&T-13STATE-provided unbundled switching or such equivalent or substantially similar product. For avoidance of doubt, the preceding sentence does not apply to any AT&T-13STATE local switching provided under 47 U.S.C. § 271 that is used to provide voice service in a line-splitting arrangement. The foregoing waiver includes any rights it may have in any of the current interconnection agreements (ICAs) or any future interconnection agreement(s), including but not limited to any amendments to either, as well as SAGE's rights, and AT&T-13STATE's obligations, under 47 U.S.C. § 252(i).

1.3.2 SAGE represents that all of its Affiliates that are engaged in local dialtone services (e.g., wireline local exchange service) in AT&T-13STATE Service Areas as of the Effective Date of this Agreement are Parties to this Agreement, and are individually and collectively referred to herein as SAGE.

1.3.3 If, during the Term, of this Agreement, SAGE acquires, is acquired by, merges with or otherwise becomes an Affiliate of any person or entity that provides retail or wholesale wireline local exchange service to end users who are considered "Eligible End Users" under this

¹ AT&T-13STATE has the same meaning as SBC-13STATE is defined in the LWC Agreement except that each of those incumbent LECs, which previously operated under d/b/a's that included "SBC" as part of its d/b/a, have changed its d/b/a to replace "SBC" with "AT&T". The LWC Agreement is deemed amended to replace the references to "SBC-13STATE" with "AT&T-13STATE".

Agreement in a manner inconsistent with Section 1.3 and/or Section 1.3.1, then, within 120 days of becoming the Affiliate of such person or entity, SAGE will notify AT&T-13STATE to treat all such switching and loop arrangements of such person or entity which resemble LWC in one of two ways: (i) the switching arrangements are to be converted or migrated to LWC and such person or entity, as a new Affiliate, is incorporated into the full terms of this Agreement; or (ii) the switching arrangements are to be disconnected. Unless the Parties otherwise agree, such conversion, migration, or disconnection shall be completed within 90 days of such SAGE notice. If not completed within 90 days, AT&T-13STATE may begin on the 91st day applying the then-applicable LWC rates to any remaining basic analog switching with loop arrangements being provided by AT&T-13STATE and, for any other remaining switching arrangements, the next to the last sentence of this Section 1.3.3 shall be triggered. In addition, the ICA(s) of such Affiliate are to be amended similarly to those of SAGE pursuant to this Agreement. If these conditions are not met, and the conversion, migration, or disconnection of the Affiliate serving arrangements using capabilities resembling Basic Analog Switching does not take place as described, then the provisions of Section 1.3 are deemed to be in a condition of material breach, and the procedures of Section 18.5 may be put into effect. Conversions, migrations, and disconnects pursuant to this Section are not to be included in calculations of Flow Through and Churn.

1.2 Section 1.4 of the Agreement (but not its subsections) is hereby deleted and replaced with the following:

1.4 For the Term, SAGE agrees to (i) have no fewer than 200,000 LWCALs in-service at the end of each calendar month ("Monthly Minimum"); and (ii) use LWC to meet a Local Ratio of 95% for each Measurement Period during the effectiveness of the Agreement. The "Local Ratio" is defined to be the ratio of the aggregate billing for LWC in a "Measurement Period" (as set forth in Section 7.4) ("LWC Period Total") over the sum of the LWC Period Total and the aggregate billing under the then-applicable interconnection agreement(s) between SAGE and AT&T-13STATE (excluding any billing for telecommunications services resold pursuant to 47 U.S.C. § 251(c)(4)). The calculation of "Local Ratio" shall not include switching and loop arrangements to be converted, migrated, or disconnected pursuant to the provisions of Section 1.3.3 until the first full Measurement Period following after the 90-day conversion/migration/disconnection period has expired. Any switching and loop arrangements that may not yet be converted to LWC, but to which LWC rates have been applied pursuant to 1.3.3, shall be treated as LWC for the purposes of calculating the Local Ratio.

1.3 Section 1.4.3 and its subsections are hereby added to the Agreement as follows:

1.4.3 For any calendar month for which SAGE does not meet the Monthly Minimum at the end of that month hereunder, through the date on which AT&T-13STATE no longer provides LWC to SAGE, AT&T-13STATE will bill, and CARRIER must pay, an amount equal to the number of in-service LWCALs that SAGE is short, times the sum of the LWCAL Base Rate (net of applicable discounts for that month, and without any pro-ration) and the per-LWCAL CIWMP monthly rate (see Appendix Commercial Inside Wire Maintenance Plan) applicable for that month, provided that CIWMP is in effect (i.e., has not been terminated under its terms). By way of example, if SAGE has 198,000 in-service LWCALs on February 28, 2007, and the net LWCAL Base Rate for February 2007 is \$23.75 and the per-LWCAL CIWMP monthly rate is \$0.90/LWCAL for February 2007, then SAGE would be required under this Section to pay AT&T-13STATE \$49,300.00 $[(\$23.75 + \$0.90) \times 2,000 \text{ (200,000 Monthly Minimum - 198,000 in-service LWCALs)} = \$49,300.00]$. Payment would be due 30 days from the billing date, and is otherwise subject to this Section 1.4.3 and Section 25 of the Agreement.

1.4.3.1 Any increase in SAGE's in-service LWCALs that is attributable to a merger, acquisition, and/or other form of "bulk" customer transfer by and/or to CARRIER shall not be included in determining whether CARRIER has met its Monthly Minimum, except to the extent that AT&T-13STATE expressly consents to including all or a part of such attributable increase(s). Any such consent must be in a writing signed by an AT&T-13STATE

representative that is at least equal in title to the AT&T-13STATE representative that executed the Agreement.

1.4.3.2 For purposes of this Agreement, the number of LWCALs in-service are as determined by AT&T-13STATE billing system (posted), e.g., not including those only ordered. Any disputes regarding the number of LWCALs determined for the purposes of this Section 7.4.6.5 will be addressed pursuant to Section 26, "Dispute Resolution".

1.4.3.3 Failure by SAGE to pay any amount under this Section 1.4.3 shall be deemed a material breach of the Agreement, and shall also be subject to Section 25.9 of the Agreement.

1.4 Section 4.1.1 of the Agreement is hereby deleted and replaced with the following:

4.1.1 The definition of "Eligible End User" excludes those end users that are served by a DS-1 or higher capacity loop at a single location, and those end users that are being served by SAGE at a single location by 11 or more lower capacity loops (i.e., lower than DS-1), provided, however, that any SAGE local exchange service end user customer who would otherwise qualify as an Eligible End User except for the fact that, as of the Effective Date, such End User is being served by SAGE through the use of 5 or more of such lower capacity loops, shall be allowed to convert to LWC at the location and at the number of LWCAL-equivalents. LWC is not available to serve those excluded end users, and SAGE shall not use LWC to serve those excluded end users.

1.5 Sections 7.4.2.2 through 7.4.2.3 are hereby added to the Agreement as follows:

7.4.2.2 New Line Flow Through Discount: Where the achieved Flow Through is 98.5% or higher during any Measurement Period, the Electronic Service Order rate for only those Electronic Service Orders for new lines (i.e. orders originating from LSRs submitted as REQTYPE M, ACT V, ACT N or ACT C/LNA N) will be discounted during the associated subsequent Application Period by the amount of the New Line Flow Through Discount (as set forth in the Second Amended LWC Pricing Schedule). By way of clarification, the achieved Flow Through would continue to be calculated with respect to all Electronic Service Orders, even though the New Line Flow Through Discount only applies to certain Electronic Service Orders.

7.4.2.2.1 Potential Initial Application of the New Line Flow Through Discount. If SAGE's Flow Through is at least 98.5% for the last full Measurement Period that ends prior to the effective date of Section 7.4.2.2 between the Parties, the New Line Flow Through Discount shall begin to apply to any Electronic Service Orders for new lines (i.e., orders originating from LSRs submitted as REQTYPE M, ACT V, ACT N, ACT C/LNA N) that are submitted on or after that effective date of Section 7.4.2.2, for the period from that effective date through the end of the Application Period in which that effective date occurs (for example, if that effective date is in September 2006, the Application Period would be July-September 2006 but such Discount would only be applied prospectively from that effective date of Section 7.4.2.2). Thereafter, whether SAGE is entitled to any New Line Flow Through Discount shall be determined in accordance with Section 7.4.2.2.

7.4.2.3 In no event shall the cumulative discount to the Electronic Service Order charge applicable to Electronic Service Orders for new lines (i.e., orders originating from LSRs submitted as REQTYPE M, ACT V, ACT N or ACT C/LNA N) exceed \$12.50 per Electronic Service Order, nor shall the Electronic Service Order charge, net of discounts, for new lines (i.e., Rec Type M, ACT V or ACT N) be less than \$2.50 per Electronic Service Order.

1.6 Section 6.2 is hereby added to the Agreement as follows:

6.2 AT&T-13STATE shall provide notice prior to evolving or otherwise modifying its network such that LWC will no longer be available in a Service Area due to the application of Section 1.8, or if LWC will no longer be available in a Service Area where LWC had been or was being provided even though AT&T-13STATE was not obligated to provide it (in either situation, an "Affected Area").

Such notice shall be provided via the public notice requirements of 47 C.F.R. § 51.325 et seq., if applicable, or, if such public notice requirements are not applicable, by providing at least 120 days' notice. CARRIER shall discontinue using LWC in the Affected Area by the end of the applicable notice period.

1.7 Section 1.8 of the Agreement is hereby deleted and replaced with the following:

1.8 LWC is available only where capabilities and facilities exist. Notwithstanding anything to the contrary in this Agreement (including without limitation any of its attachments or appendices), nothing herein shall obligate AT&T-13STATE to provide LWC or LWCALs using or otherwise provided over (i) any fiber-to-the-premise, fiber-to-the-home or fiber-to-the-curb facilities (as defined and used in 47 C.F.R. § 51.319(a)(3) and FCC orders relating thereto); or (ii) any facilities in the following AT&T-13STATE wire centers: Richardson, TX (DLLSTXRNDS0), Olathe, Kansas (KSCYKSOLDS0), and/or Corporate Woods, KS (KSCYKSDBDS0) (except that this (ii) shall not apply to an end user premise to which copper loop facilities exist from the Serving Switch to that end user premise). Notwithstanding subsections (i) and (ii) of this Section 1.8, the Parties acknowledge that AT&T-13STATE's deployment of fiber-to-the-premise loops, fiber-to-the-home loops or fiber-to-the-curb loops in new builds and overbuilds including, without limitation, the retirement of a copper loop or subloop replaced by any such fiber loop, must comply with the FCC's rule governing such deployment and/or retirement, 47 C.F.R. § 51.319(a)(3), as such rule may be modified from time to time. This Section 1.8 controls and otherwise applies irrespective of any other provision of this Agreement (including without limitation any of its attachments or appendices) that might be similarly written (e.g., provisions that include "notwithstanding any other provision," "in any event," "in no event").

1.8 Section 11, "Joint Development Project", (including all of its subsections) is deleted in its entirety. Correspondingly, the Agreement is deemed amended to delete all references to, and all provisions that address and/or rely upon, Section 11 and/or the Joint Development Project, and the Parties acknowledge, by way of example only and without affecting the scope of this Section 1.8 of this Amendment, that the following are among those items deemed deleted: 11th through 14th "WHEREAS" clauses, the definitions of "Custom Adjunct" and "Joint Development Project", and the last sentence of Section 4.2.6.

1.9 The references to "Sections 25.3.1 through 25.3.3" in Section 25.9 of the Agreement are hereby corrected to "Sections 25.5.1 through 25.5.3".

1.10 "Appendix Commercial Inside Wire Maintenance Plan", attached and incorporated into this Amendment, is hereby added to the Agreement.

1.11 The entirety of the "First Amended LWC Pricing Schedule" of the Agreement is hereby deleted, and the "Second Amended LWC Pricing Schedule," attached and incorporated into this Amendment, is hereby added to the Agreement.

2. Amendment Effective Date; Prospective Effect

2.1 The effective date of this Amendment shall be the first business day after the day on which the last of the Parties execute this Amendment; provided, however, as to the States of California, Indiana, Michigan, Missouri, and Wisconsin, this Amendment is subject to the approval of the interconnection agreement amendment to which this Amendment is attached and filed with the State commission in such State. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by such a State commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by such State commission; provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other Party.

2.2 Except only to the extent as may be expressly set forth herein, the changes made to the Agreement by this Amendment shall apply prospectively only, beginning on the Amendment's effective date.

3. Additional Terms and Conditions

- 3.1 This Amendment contains provisions that have been negotiated as part of an entire Amendment and integrated with each other in such a manner that each provision is material to every other provision.
- 3.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on an "all or nothing" basis, and included the totality of rates, terms and conditions listed herein, and that it is an indivisible whole, intended to bind AT&T-13STATE and SAGE.
- 3.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED.
- 3.4 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 3.5 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the Agreement (including all of its accompanying Appendices, Schedules and Exhibits but ignoring this Amendment), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.
- 3.6 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.
- 3.7 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.8 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 3.9 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment was executed in duplicate on behalf of each Party by its authorized representative on the date(s) written below.

Sage Telecom, Inc. and Sage Telecom of Texas, L.P.

Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas by AT&T Operations, Inc., their authorized agent

Signature: _____



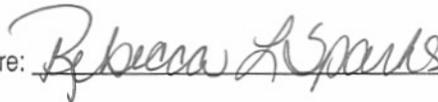
Name: Robert W. McCausland

Title: Vice President, Regulatory Affairs

Date: _____

10-20-06

Signature: _____



Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: _____

OCT 23 2006

FACILITIES-BASED OCN # AR 8000, CA 9239, CT 634D, IL 9279, IN 9846, KS 5839, MI 8152, MO 9078, NV 049E, OH 777A, OK 2237, TX 8767, and WI 9813

ACNA SGZ

APPENDIX COMMERCIAL INSIDE WIRE MAINTENANCE PLAN

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APPENDIX COMMERCIAL INSIDE WIRE MAINTENANCE PLAN

This Appendix has been added, by amendment, to the Private Commercial Agreement (“Agreement”) for Local Wholesale Complete™ (LWC) between AT&T-13STATE and SAGE, and sets forth terms and conditions for a service known as the “Commercial Inside Wire Maintenance Plan” (“CIWMP”) for the maintenance and repair of simple inside wire and/or jacks used exclusively for the end users being served by CARRIER using LWC being provided by AT&T-13STATE, and provided as part of the LWC by the applicable AT&T-13STATE ILEC, when Sage purchases Local Wholesale Complete™ Access Lines (LWCALs) from AT&T-13STATE.

1. INTRODUCTION

- 1.1 The Parties understand and agree that this Appendix sets forth the terms and conditions, including prices, under which AT&T-13STATE will make available to CARRIER its Commercial Inside Wire Maintenance Plan or “CIWMP”. CIWMP is only available to CARRIER if and for so long as the Agreement has not expired or been terminated (subject to the other provisions of this Appendix) AT&T-13STATE, and then only for those “Local Wholesale Complete Access Lines” or “LWCALs” (as defined in the Agreement) that are purchased from the Agreement and are not excluded as set forth herein. The Commercial Inside Wire Maintenance Plan is only available for and only applicable to those LWCALs, and then only for facilities over which Local Wholesale Complete is being provided, or will be provided, to such an end user.
 - 1.1.1 The Parties agree and acknowledge that this Appendix constitutes a “separate maintenance agreement” as that phrase is used in Section 5 of the Agreement’s Appendix Basic Analog Switching And Non-Dedicated Transport.
- 1.2 CIWMP is an offering for the maintenance and repair services that AT&T-13STATE technicians would perform to resolve trouble isolated to points between the Local Wholesale Complete™-served end user’s side of her/his/its Demarcation Point and that end user’s jacks at her/his/its premise. CIWMP is limited to the maintenance and repair of Inside Wire (as defined in this Appendix), directly arising from responding to CARRIER’s trouble reports (submitted as required herein) on LWCALs, and includes diagnosing, isolating, and/or repairing trouble with Inside Wire (subject to the exclusions set forth in Section 5) (the “IW Services”). For the purposes of this Appendix, re-activation of pre-existing Inside Wire is limited exclusively to the re-termination of the existing Inside Wire that: (1) had been previously terminated to an existing AT&T-13STATE Network Interface Device (NID); (2) that had subsequently been terminated to an alternate provider’s NID; and (3) is to be reconnected to the existing AT&T-13STATE NID. Re-activation of pre-existing wire does not include termination of Inside Wire that had not been previously connected to a AT&T-13STATE NID at the end user premise. CIWMP does not cover or otherwise include CPE or any aspect thereof, including without limitation any trouble related to or caused by CPE.
- 1.3 This Appendix includes certain Schedule(s), which are hereby incorporated in this Appendix by this reference and constitute a part of this Appendix.
- 1.4 This Appendix shall apply between the Parties, and each Party shall be bound to its provisions, in each AT&T-13STATE State.
- 1.5 The facilities used by AT&T-13STATE to provide CIWMP shall remain the property of AT&T-13STATE.
- 1.6 The Parties acknowledge and agree that this Appendix, in whole or in part, is not subject to Sections 251/252 of the Act, and is not, and was not, subject to negotiation and/or arbitration under Sections 251 and/or 252 of the Act. If this Appendix is subject to regulation under federal or state telecommunications law, including without limitation Section 251 and/or 252 of the Act, this Appendix may be terminated by either Party at any time upon not less than 90 days’ written notice.

2. DEFINITIONS

Unless a contrary definition is set forth herein, the capitalized terms, phrases, and acronyms in this Appendix have the same assigned meaning as in CARRIER’s Agreement, including its attachments, appendices, and exhibits, will

also apply in this Appendix as well. As used in this Appendix, the following terms and phrases shall have the assigned meaning.

- 2.1 **"Customer Premises Equipment" (CPE)** - Equipment owned, supplied, or used by an end user, such as a telephone set, that can be connected to the Inside Wire for originating or terminating telephone calls.
- 2.2 **"Demarcation Point/Network Interface" (NI)** - The point of demarcation and/or connection between AT&T-13STATE's contiguous communications network facilities from AT&T-13STATE's serving central office that is being used to provide LWC at the LWC-served end user's premise, and the Inside Wire (as defined herein). The terms Demarcation Point and Network Interface are used interchangeably and have the same meaning.
- 2.3 **"Inside Wire" (IW or Wire)** - LWC-served end user premises wiring beginning on that end user's side of the established Demarcation Point/Network Interface, for which wiring the LWC-served end user or a third party (but not AT&T-13STATE) is responsible, to and including one or more pre-existing jacks/terminations.
- 2.4 **"Inside Wire Trouble Report" or "IW Trouble Report"** - Trouble report opened on an LWCAL for which the cause of trouble is isolated to a fault(s) on the LWCAL end user's side of the Demarcation Point. Inside Wire Trouble Report will include trouble reports isolated to IW as well as trouble reports that are identified as faults on the LWCAL end user's side of the demarcation point that are not covered by the terms and conditions of the CIWMP (e.g. trouble isolated to CPE or other exclusions as outlined in Section 5 of this Appendix).
- 2.5 **"Riser Cable"** - Copper conductors, typically within a cable sheath, that are placed exclusively within or between multi-unit buildings from an entrance location of a building (typically in the basement or lower floor equipment closet) to designated equipment space or terminal space within such building. Riser Cable is considered "Inside Wire" hereunder.
- 2.6 AT&T-13STATE refers, for purposes of this Appendix and its attachments only, to Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; Nevada Bell Telephone Company d/b/a AT&T Nevada; Pacific Bell Telephone Company d/b/a AT&T California; The Southern New England Telephone Company d/b/a AT&T Connecticut; Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas; AT&T Missouri; AT&T Oklahoma and AT&T Texas.

3. APPENDICES AND OTHER PROVISIONS INCORPORATED BY REFERENCE

- 3.1 Without affecting the other appendices of the Agreement, included as integral parts of this Appendix are the following sections from the general terms and conditions set forth in Agreement, incorporated herein by these references, and shall apply equally and with the same force with respect to this Appendix and CIWMP as if separately set forth in this Appendix (except as may otherwise be noted or contrary to the provisions expressly set forth in this Appendix): Section 2 (Definitions); Section 18 (Effective Date, Term, Expiration and Termination); Section 20 (Branding); Section 21 (Force Majeure); Section 22 (Governing Law); Section 23 (Limitation of Liability); Section 24 (Indemnity); Section 26 (Dispute Resolution); Section 27 (Non-Disclosure); Section 28 (Interpretation/Joint Work Product); Section 41 (Publicity); Section 42 (Assignment); Section 43 (Notices); Section 44 (Third Party Beneficiaries); Section 45 (Taxes); Section 46 (Non-Waiver); Section 48 (Relationship of The Parties); Section 49 (Amendments And Modifications); Section 30 (No License); Section 31 (Intellectual Property); Section 36 (Compliance And Certification); Section 39 (Customer Inquiries); Section 29 (Severability); Section 40 (Survival); Section 50 (Authority); Section 51 (Counterparts); and Section 25 (Billing and Payment of Rates and Charges and Billing Disputes). As appropriate to give effect to those sections under this Appendix, "SBC-13STATE" shall be deemed to mean "AT&T-13STATE," LWC shall be deemed to refer to CIWMP; and "products" and/or services" and/or "offerings" shall refer to "IW Services" or CIWMP, as appropriate in the context.

4. COMMERCIAL MAINTENANCE PLAN DESCRIPTION

- 4.1 CIWMP is only available to CARRIER for use upon the effective date of this Appendix. CIWMP shall be provided subject to the terms and conditions herein, and subject to workforce availability as described in Section 8 below. AT&T-13STATE shall provide the IW Services outlined under CIWMP only in its serving

area. In connection with the IW Services provided hereunder, neither Party will in any way disparage or discriminate against the other Party or its products or services associated with CIWMP. In providing CIWMP, AT&T-13STATE service technicians shall not initiate the solicitation of end users to change service providers.

- 4.2 Under no circumstance, including an oral or written request from CARRIER's end user, should an AT&T-13STATE service technician be obligated under the Agreement (including without limitation this Appendix) to perform any services beyond those included within CIWMP and the IW Services (see, e.g., Section 5, Exclusions).
- 4.3 CIWMP is available to CARRIER only for its LWCAL-served end users who use standard single-line telephone set(s). Consistent with LWC, CIWMP is not available to CARRIER's LWCAL-served end users who may also, for example, have multi-line telephone equipment, systems or services (such as multi-line sets associated with common equipment, key telephone systems, or private branch exchange (PBX) equipment).

5. EXCLUSIONS

- 5.1 Neither CIWMP nor the IW Services applies to: (1) premises with twenty-three or greater lines at one location (2) repair of premises telephone wiring and/or jack(s) which are non-standard or do not comply with Part 68 of the Federal Communications Commission Rules or fail to meet AT&T-13STATE's technical standards; or (3) repair of any wiring to or for boat slips.
- 5.2 Neither CIWMP nor the IW Services applies to: (1) any exclusion listed in Section 5.1 above; (2) repair of wire or jack malfunctions or problems which arise prior to this Appendix's effective date; (3) repair of wire or jack malfunction related to damage caused by improper maintenance, negligence, willful or repeated damage, misuse, or abuse by CARRIER, LWCAL-served end user or any third party; (4) repairs necessitated by damage caused by riot, acts of war, fire and acts of nature, such as floods, windstorms (including, but not limited to, hurricanes and tornadoes) and earthquakes; (5) restoration of the premises if AT&T-13STATE is asked to repair concealed Inside Wire; (6) repair of CARRIER's LWCAL-served end users' telephones or other premises equipment (e.g., repair of CARRIER's LWCAL-service end users' CPE); (7) end-to-end replacement of telecommunications wire (e.g., from the network interface to one or more jacks/terminations); (8) installation of additional telecommunications wire, including terminating the wire installed by CARRIER, LWCAL-served end user, or any third party at the Network Interface or jacks; (9) replacement of telecommunications wire, including replacement or removal of jacks, in conjunction with the installation of additional line subscriptions or any other purpose; (10) conversion of hard-wire phones to modular phone outlet; (11) damage to telecommunications wire caused by faulty telephone equipment; (12) repair of extension drop wire to unattached structures (such as a separate garage or barn); (13) repair of jacks located outdoors, except for jacks attached to the exterior of the CARRIER's LWCAL-end users' premises; (14) for multi-unit dwellings, problems occurring in horizontal and/or Riser Cable that is not on the AT&T-13STATE-side of the Demarcation Point/Network Interface; and (15) requests to check for wire taps on the non-regulated side of the network interface.
- 5.3 If damage to Inside Wire occurs as a result of physical damage to a portion of the premises, CIWMP will cover the repair or replacement of Inside Wire to the extent such repair or replacement can be completed on the initial visit. However, if repair or replacement cannot be completed on the initial visit because of extreme damage to the premise, only the initial visit is covered under CIWMP. If destruction of the premises is so severe that no portion of the premises is in condition for immediate re-occupancy and telephone service cannot be re-established without replacement or installation of telecommunications wire, such repair will not be provided under CIWMP.

6. CARRIER OBLIGATIONS

- 6.1 For all interaction with CARRIER's LWC-served end users with respect to trouble reporting involving Inside Wire, CARRIER shall act as AT&T-13STATE's single point of contact for orders for IW Services. AT&T-13STATE shall not accept requests for IW Services directly from CARRIER's end users. CARRIER must authorize AT&T-13STATE to dispatch personnel to provide the IW Services, in accordance with AT&T-13STATE's standard procedures.

- 6.2 In order to obtain IW Services, CARRIER must use AT&T-13STATE Electronic Bonding ("EB") or Electronic Bonding Trouble Administration ("EBTA") Trouble Reporting Interfaces to submit all trouble reports for Inside Wire. If trouble with an LWCAL might be attributable to Inside Wire, CARRIER is required to include the REMARK per Section 6.3 in order to avoid the non-application of this Appendix to the activity undertaken to address the trouble/trouble report.
- 6.3 Subject to Section 14 hereof, CARRIER shall be responsible for noting all LWCAL trouble tickets requiring AT&T-13STATE repair technician dispatch with the REMARK of "CIWMP" in order to ensure that the repair and maintenance services CARRIER is entitled to under this Appendix are provided. Failure to submit a trouble report as required by, and otherwise comply with, the trouble reporting methods outlined in this Section may result in the CARRIER's trouble report not being handled in accordance with the terms, conditions and pricing of this Appendix; and may result in CARRIER being billed pursuant with AT&T-13STATE rates for non-regulated services and equipment and/or the charges under the Agreement (e.g., false dispatch non-recurring charge), as applicable.
- 6.4 CARRIER shall be responsible for providing to its LWCAL-served end users and to AT&T-13STATE a telephone number or numbers that CARRIER's LWCAL-served end users can use to contact CARRIER regarding matters that might fall within the IW Services provided hereunder. If CARRIER's end users contact AT&T-13STATE with regard to such requests, AT&T-13STATE shall inform such end users that they should call CARRIER and may provide CARRIER's contact number to such end users.
- 6.5 Payment of all charges hereunder are not dependent upon, or otherwise affected by, CARRIER's ability or inability to collect charges from its LWC-served end user for such IW Service.

7. ACCESS TO PREMISES

- 7.1 AT&T-13STATE's performance under this Appendix is dependent upon access to the premises of CARRIER's LWCAL served end users so as to allow AT&T-13STATE to perform the IW Services, including access to any areas that may be affected by problems with Inside Wire. AT&T-13STATE shall be excused from performance if reasonable access is declined or otherwise prevented by CARRIER, an LWCAL-served end user, or any third party (such as a building owner or manager) or appropriate building maintenance staff. If AT&T-13STATE is unable to perform the IW Services due to its inability to obtain access to the premises, CARRIER shall not be relieved of its obligations hereunder.
- 7.2 AT&T-13STATE shall have the right to bill CARRIER the non-recurring charge(s) for 'false dispatch' (or similar, alternative charge) within CARRIER's Agreement that would normally apply thereunder but for this Appendix, beginning with and including the second occurrence and every occurrence thereafter, which occurs within 30 days or less from the previous occurrence, of a dispatch out of an AT&T-13STATE technician to a particular LWCAL end user premise that is closed (i) in each case due to subscriber access reasons (e.g., no one home to permit technician access to the premises or to areas within the premises necessary to diagnose and/or resolve the trouble), and/or (ii) in each case due to the same Section 5 ("Exclusions") reason.

8. WORKFORCE AVAILABILITY

- 8.1 Due dates for premises visits shall be assigned by AT&T-13STATE's service center and will be based on the availability of AT&T-13STATE's repair personnel. Due dates for aforementioned premise visits (including dispatch scheduling) will be made using the same guidelines as AT&T-13STATE uses in establishing due dates for similarly situated AT&T-13STATE retail lines and the Inside Wire associated with those lines.

9. WARRANTY REPAIR OBLIGATION

- 9.1 Should IW Services or other products or services furnished pursuant to this Appendix fail to meet accepted industry standards, as defined in the ANSI/EIA/TIA Building Wiring Standards (American National Standards Institute / Electronic Industries Association / Telecommunications Industry Association), or contain defects in materials or workmanship and be reported to AT&T-13STATE within thirty (30) days of the IW services being rendered or the other products or services being furnished, as the case may be. AT&T-13STATE shall re-perform the nonconforming IW Services, and repair or replace the nonconforming products(s) at no additional

charge to CARRIER. Except for willful misconduct, such re-performance of work and repair or replacement of nonconforming products shall constitute the entire liability of AT&T-13STATE hereunder and the sole remedy of CARRIER under this warranty, whether such claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise.

9.2 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. AT&T-13STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, AND AT&T-13STATE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR INTENDED OR PARTICULAR PURPOSE FOR EACH PRODUCT AND SERVICE.

10. LIMITATION OF LIABILITY

10.1 This Section 10, "Limitation of Liability" applies, in addition to the provisions that apply pursuant to Section 3.1 of this Appendix, including without limitation Section 26 (Dispute Resolution).

10.2 Except for willful misconduct, AT&T-13STATE's sole liability for the IW Services is limited to its repair obligation as stated in Section 9.

10.3 Except for willful misconduct, neither Party shall be liable to the other Party for any indirect, incidental, special or consequential damage, including lost profits and business opportunities (collectively "Consequential Damages"), regardless of the cause of action, arising out of or in connection with the performance or nonperformance of obligations undertaken in this Appendix.

10.4 CARRIER may, in its sole discretion provide, in its tariffs and contracts with its end users that relate to any IW Service provided or contemplated under this Appendix, that to the maximum extent permitted by applicable law, AT&T-13STATE shall not be liable to such CARRIER or third party for (i) any loss relating to or arising out of this Appendix, whether in contract, tort or otherwise, that exceeds the amount CARRIER would have charged the applicable end user for the Service that gave rise to such loss and (ii) any consequential damages. To the extent that CARRIER elects not to place in its tariffs or contracts such limitation(s) of liability and AT&T-13STATE incurs a loss as a result thereof, CARRIER shall indemnify and reimburse AT&T-13STATE for that portion of the loss that would have been limited had CARRIER included in its tariffs and contracts the limitation(s) of liability that AT&T-13STATE included in its own tariffs and contracts at the time of such loss.

11. BRANDING

11.1 Except where otherwise required by law or pursuant to another agreement and/or license, CARRIER shall not, without AT&T-13STATE's prior written authorization, offer the IW Services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative design of AT&T-13STATE or its affiliates. CARRIER shall not state, imply or otherwise indicated in any manner whatsoever that there is any joint business association or similar arrangement with AT&T-13STATE arises from this Appendix in the provision of IW Service(s) to CARRIER's LWCAL-served end users.

11.2 AT&T-13STATE shall not be obligated by the Appendix to provide CARRIER with branding of any kind including but not limited to, technician apparel, vehicles, forms; nor shall any of the AT&T-13STATE technicians carry and provide to CARRIER's LWCAL-served end users, CARRIER branded business cards or other printed material.

12. SCOPE

12.1 This Appendix is only applicable to and binding upon both Parties in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Indiana, Michigan, Ohio, Wisconsin and Connecticut and applies only within the AT&T ILEC Service Areas in those aforementioned states. The Parties agree that the Commercial Inside Wire Maintenance Plan is limited to the States listed above and only for the LWCALs purchased from AT&T-13STATE within their service areas. AT&T-13STATE incurs no obligation or liability to expand or enhance the Commercial Inside Wire Maintenance Plan, as described herein.

12.2 The Parties agree to negotiate in good faith for the addition of CIWMP terms and conditions to include additional states and/or areas in the event that CIWMP is made available in those additional states and/or areas.

13. PRICING

13.1 The prices that shall apply under this Appendix are set forth or referenced in this Appendix and the attached Commercial Inside Wire Maintenance Plan Pricing Schedule.

13.2 The monthly recurring rates for CIWMP is set forth per LWCAL is applicable to all of CARRIER's LWCALs in the ATT-13STATE territory as set forth in section 2.6 of this Appendix (irrespective of whether eligible for IW Services hereunder) that CARRIER has in service on the bill period close of each billing cycle, and is billed by an additive to the LWCAL monthly recurring rate (the LWCAL MRC is increased by the additive). The monthly recurring rates for CIWMP begin to apply on the effective date of this Appendix (e.g., effective bill date for CIWMP), and CARRIER understands and acknowledges that billing of that additive may not occur immediately after the effective date of this Appendix. The inability or other failure by AT&T-13STATE either to bill CARRIER any charge(s) for CIWMP, or to bill them consistent with or as provided for in this Appendix, shall not in any event act as a waiver by AT&T-13STATE of its right to subsequently bill such CIWMP charge(s) at the rates included in this Appendix, or relieve CARRIER of its obligation to pay those charges when rendered, on a retroactive basis and/or a prospective basis, subject to Section 25.1.1 of the Agreement.

13.3 The Commercial Inside Wire Maintenance Plan Pricing Schedule includes a volume-sensitive and "IW Dispatch Out Ratio" matrix for determining the per-LWCAL rate for CIWMP. Determining which volume is to be used for charging and billing during an "Application Period" (as defined and set forth in the Agreement, including without limitation its Attachment LWC) shall be based upon the number of LWCALs in service (as determined by AT&T-13STATE billing systems (posted), e.g., not including those only ordered) on the last day of the third month in the associated (preceding) "Measurement Period" (as defined and set forth in the Agreement, including without limitation its Attachment LWC). Determining the IW Dispatch Out Ratio to be used for charging and billing during the same Application Period shall be based upon the data from the same associated (preceding) Measurement Period. Notwithstanding the previous sentences of this Section 13.3, the number of LWCALs in service (as determined by AT&T-13STATE billing systems (posted), e.g., not including those only ordered) at the end of the calendar month immediately preceding the effective date of this Appendix and the IW Dispatch Out Ratio calculated only with respect to the calendar month immediately preceding that effective date shall be used to determine the per-LWCAL rate for CIWMP, for use for the period from that effective date until the beginning of the first Application Period after the effective date of this Appendix for which determinations for discounts applicable to LWCALs are made under the Agreement.

13.4 As used in the Commercial Inside Wire Maintenance Plan Pricing Schedule, the "IW Dispatch Out Ratio" is derived by taking the number of IW Trouble Reports over the applicable Measurement Period divided by the aggregate total of in-service LWCALs from each of the bills rendered in that Measurement Period. For example, if CARRIER had 1,500 IW Trouble Reports during the Measurement Period and CARRIER had 95,000 aggregate LWCALs billed on the CABS bill for the 1st bill rendered during the Measurement period; 100,000 aggregate LWCALs on the 2nd month; and 105,000 on the 3rd month; the IW Dispatch Out Ratio would be calculated as follows: 1,500 IW Trouble Reports divided by 300,000 LWCALs = 0.50% IW Dispatch Out Ratio.

14. POSSIBLE IMPLEMENTATION CHANGES

14.1 AT&T-13STATE reserves the right to implement another phase of implementation for CIWMP at a future date, and require, upon 180 days advance notice, the transition to new CIWMP FID(s) and/or USOC(s), if, when, and where AT&T-13STATE is able to support them. CARRIER acknowledges that this may occur on a region-by-region basis. After any such transition, CIWMP will only be provided under CIWMP-specific USOCs, to the full extent then-supported by AT&T-13STATE's systems.

15. BILLING AND PAYMENT OF RATES AND CHARGES

15.1 Subject to the provisions of this Appendix, the terms and conditions of Attachment LWC, Section 25, of the Agreement will apply in their entirety to this Appendix and CIWMP, in accordance with Section 3.1 of this Appendix.

16. EFFECTIVE DATE, TERM, EXPIRATION AND TERMINATION OF THIS APPENDIX

16.1 The term of this Appendix shall commence upon the effective date of the amendment to the Agreement that added this Appendix, and shall be coterminous with the Agreement.

16.1.1 CARRIER can terminate this Appendix by providing AT&T-13STATE at least 180 days advance written notice; provided, however, that the effectiveness of such termination shall not prior to the first anniversary of the effective date of this Appendix (with any attempt to the contrary being void). Any such termination shall not preclude CARRIER from subsequently requesting to negotiate another agreement for the maintenance and repair of simple inside wire and/or jacks for LWCALs.

16.2 The provisions applicable to LWC under the Agreement (including without limitation any LWC-specific attachment) that address LWC's expiration, termination, extension due to successor negotiations, carryover, post-effectiveness treatment, and the like shall apply equally and with the same force to this Appendix and CIWMP, in accordance with Section 3.1 of this Appendix. In no event shall CIWMP be available or provided if LWC is not available or provided to CARRIER.

16.3 Failure to pay the billings and/or charges rendered pursuant to this Appendix ("CIWMP Charges") by the Payment Due Date (as defined in the Agreement) shall be grounds for termination of this Appendix. If CARRIER fails to pay any CIWMP Charges, including any late payment charges or miscellaneous charges ("Unpaid IW Charges") within ten (10) days of the Payment Due Date, AT&T-13STATE may notify CARRIER in writing that it must remit all Unpaid IW Charges within ten (10) days of the receipt of that notice. If by 5:00 p.m. Central Time of the 10th day following receipt of a notice under this Section, CARRIER fails to fully pay the Unpaid IW Charges in immediately available funds, or to make a payment in accordance with the terms of any mutually agreed payment arrangement then agreed to by the Parties, AT&T-13STATE may, in addition to exercising any other rights or remedies it may have under law, take any or all of the following actions, without any further notice to CARRIER:

16.3.1 suspend acceptance of/reject any request, order or other trouble submission from CARRIER for IW Services; and/or

16.3.2 suspend completion of/cancel any request, order or other trouble submission from CARRIER for IW services.

If by 5:00 p.m. Central Time of the 20th day following receipt of a notice under this Section, CARRIER fails to fully pay the Unpaid IW Charges in immediately available funds, or to make a payment in accordance with the terms of any mutually agreed payment arrangement then agreed to by the Parties, AT&T-13STATE may, in addition to exercising any other rights or remedies it may have under law, terminate this Appendix upon 10 days written notice to the CARRIER.

Exhibit A

**COMMERCIAL INSIDE WIRE MAINTENANCE PLAN PRICING
 SCHEDULE**

Monthly Recurring Rate (MRC) Per LWC™ Line¹:

LWC™ Local Service Providers Line Volume	MRC IW Ratio 0.00% - 0.40%	MRC IW Ratio >0.40% - 0.70%	MRC IW Ratio >0.70%-0.90%	MRC IW Ratio >0.90%-1.00%	MRC IW Ratio >1.00%- 2.00%	MRC IW Ratio Over 2.00%
Over 1M LWC™ Lines	\$0.65	\$0.85	\$0.90	\$1.20	\$1.95	\$2.50
500K -1M LWC™ Lines	\$0.70	\$0.90	\$0.95	\$1.25	\$2.00	\$2.50
100K-500K LWC ™ Lines	\$0.75	\$0.95	\$1.00	\$1.30	\$2.05	\$2.50
1 -100K LWC™ Lines	\$0.80	\$1.00	\$1.05	\$1.35	\$2.10	\$2.50

¹ Promotional rate of \$0.95 per line will be in effect for the first six full months of the agreement, irrespective of the dispatch ratio.

SECOND AMENDED LWC PRICING SCHEDULE¹

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE- RESIDENTIAL	RECURRING RATE – BUSINESS (Business rates are the same for business as residential unless otherwise specified in this column)	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
1	LWCAL Base Rate²	A, B, D	thru 12/31/2005	\$ 25.00 / LWCAL	\$27.00/LWCAL		
2		A, B, D	01/01/2006 thru 12/31/2006	\$ 26.00 / LWCAL	\$28.00/LWCAL		
3		A, B, D	01/01/2007 thru 12/31/2007	\$ 27.00 / LWCAL	\$29.00/LWCAL		
4		A, B, D	01/01/2008 thru 06/30/2008	\$ 28.00 / LWCAL	\$30.00/LWCAL		
5		A,B,D	7/01/2008 thru 6/30/2011	\$28.00/ LWCAL Subject to Footnote 1	\$30.00/LWCAL Subject to Footnote 1		
6	LWCAL Base Rate Discount Structure						
7	Discount A ³	Recurring	Measurement Period Churn	Per PCA	Per PCA		
8	Discount B ⁴	Recurring	Days Sales Outstanding (DSO) 30-days or less	(\$1.00) / LWCAL	(\$1.00)/LWCAL		
9							
10	Adjustment D ⁵	Recurring and/or Nonrecurring	Measurement Period Local Ratio				
11							
12	Usage		MOU Rate; average is calculated on a per LWCAL basis, and on a per end office, per billing period basis ⁶	MOU Rate average per LWCAL per end office	MOU Rate average per LWCAL per end office		

¹ Beginning on and after July 1, 2008, all prices in this LWC Pricing Schedule and/or under the PCA are subject to being set at a market price determined by **AT&T-13STATE** subject to the provisions of Section 12.1 and 18.3 and/or the Agreement is subject to re-negotiation/termination, all per the PCA provisions.

² OK Line Class Codes for former OK "Local Plus®" offering is not included within the LWCAL Base Rate.

³ Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.

⁴ Refer to related terms, conditions and pricing in PCA for this rate element, including when it applies.

⁵ Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.

⁶ MOUs from both Residential and Business LWCALs are aggregated in making the calculation of average MOUs per LWCAL per end office per billing period, e.g., a single calculation of average MOUs per LWCAL is made, and not separate calculations the distinguish Residential LWCALs and Business LWCALs.

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE - Residential	RECURRING RATE – BUSINESS (Business rates are the same for business as residential unless otherwise specified in this column)	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
13	Usage		0 – 2600 average MOUs per LWCAL per end office, per billing period	\$0.0000	\$0.0000		
14			Price for MOUs Over 2600 average MOUs per LWCAL per end office, per billing period ⁷	\$0.0015	\$0.0015		
15							
16	Optional Services						
17			Privacy Manager®	\$ 3.50 / LWCAL	\$3.50/LWCAL		
18	Directory Assistance		Directory Assistance (DA)blended Rate for 1) (DA) per call; 2) National DA (NDA) per call; 3) Business Search Category (BCS) per call; 4) Reverse Directory Assistance (RDA)	\$0.37	\$0.37	None	None
19			Directory Assistance Call Completion (DACC) - per call	\$0.15	\$0.15	None	None
20			Directory Assistance Non-Pub Emergency Service	\$2.00	\$2.00	None	None

⁷ Application of rate element is effective 01/01/2005.

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE - Residential	RECURRING RATE – BUSINESS (Business rates are the same for business as residential unless otherwise specified in this column)	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
21			Directory Assistance - Branding - Initial/Subsequent Load	None	None	\$ 1,800.00	None
22			Directory Assistance - Branding Per call	\$0.025	\$0.025	None	None
23			Directory Assistance - Rate Reference Initial Load	None	None	\$ 2,200.00	None
24			Directory Assistance - Rate Reference Subsequent Load	None	None	\$ 1,000.00	None
25							
26	Directory Listings		Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types	65% of then current retail tariff rate	65% of then current retail tariff rate		
27							
28	Operator Services		Operated Services - Fully Automated Call Processing (Per completed automated call)	\$0.15	\$0.15	None	None
29			Operator Services - Operator Assisted Call Processing (Per work second)	\$0.020	\$0.020	None	None
30			Operator Services - Branding Initial/Subsequent Load	None	None	\$1,800.00	None
31			Operator Services - Branding Per call	\$0.025	\$0.025	None	None
32			Operator Services - Rate Reference - Initial Load	None	None	\$2,200.00	None

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE - Residential	RECURRING RATE – BUSINESS (Business rates are the same for business as residential unless otherwise specified in this column)	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
33			Operator Services - Rate Reference - Subsequent Load	None	None	\$ 1,000.00	None
34							
35	Service Order Charges						
36		See Discounts C, D	Electronic Service Order			\$ 15.00 / LSR	
37			Semi-manual or Manual Service Order			\$ 50.00 / LSR	
38	Service Order Charge Discount Structure						
39	Discount C ⁸	Non-Recurring	Electronic "Flow Through"	Electronic Service Order reduced by \$10.00 NRC / LSR			
40	Discount E ⁹	Non-Recurring	Electronic " New Line Flow Through"	Electronic Service Order reduced by \$2.50 NRC / LSR			
41	Other Charges						
42			Bill Inquiry/Dispute (Charges sustained)				\$25.00 / Incident
43			Paper Bill				Applicable Access Tariff Rate per Incident
44			Duplicate Bill				Applicable Access Tariff Rate per Incident
45			False Technician Dispatch (CLEC Fault)				\$75.00 / Incident
46			Non-EFT payment or credit				\$25.00 / Incident
47							

⁸ Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.

⁹ Refer to related terms, conditions and pricing in PCA for this rate element, including its calculation and application.