

APPENDIX UNE

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**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple AT&T Wisconsin UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from AT&T Wisconsin. CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with AT&T Wisconsin's network. AT&T Wisconsin has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 AT&T Inc. (AT&T) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 As used herein, AT&T Wisconsin means the applicable above listed ILEC doing business in Wisconsin.
- 1.4 The prices at which AT&T Wisconsin agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 AT&T Wisconsin has no obligation to provide access to any Unbundled Network Element, or to provide terms and conditions associated with any Unbundled Network Element, other than expressly set forth in this Agreement.

2. TERMS AND CONDITIONS

- 2.1 AT&T Wisconsin and CLEC may agree to connect CLEC's facilities with AT&T Wisconsin's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).
- 2.2 AT&T Wisconsin will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):

- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c));
- 2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.5 With technical information regarding AT&T Wisconsin's network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which AT&T Wisconsin provides such elements to itself (47 CFR Section 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).
- 2.3 As provided for herein, AT&T Wisconsin will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, AT&T Wisconsin will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 AT&T Wisconsin will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what AT&T Wisconsin provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of AT&T Wisconsin.
- 2.8 AT&T Wisconsin will not connect to or combine UNE's with any non-251 (c)(3) or other AT&T Wisconsin service offerings with the exception of tariffed Collocation services.
- 2.9 Provisioning/Maintenance of Unbundled Network Elements
- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T Wisconsin may elect at its own discretion. AT&T Wisconsin will provide access to UNEs where technically feasible. Where facilities and equipment are not available, AT&T Wisconsin shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, AT&T Wisconsin may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.9.2 Subject to the terms herein, AT&T Wisconsin is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. AT&T Wisconsin is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to AT&T Wisconsin for future provisioning needs, unless such UNE is disconnected in error. CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of CLEC's End User's service.
- 2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit AT&T Wisconsin to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.9.5 CLEC's use of any AT&T Wisconsin UNE, or of its own equipment or facilities in conjunction with any AT&T Wisconsin network element, will not materially interfere with or impair service over any facilities of AT&T Wisconsin, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the

employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T Wisconsin may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

- 2.9.6 When a AT&T Wisconsin provided tariffed or resold service is replaced by CLEC's facility based service using any AT&T Wisconsin provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by AT&T Wisconsin, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AT&T Wisconsin provided UNEs is converted to a different CLEC's service which also uses any AT&T Wisconsin provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T Wisconsin and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 2.9.7 CLEC shall connect equipment and facilities that are compatible with the AT&T Wisconsin Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 2.9.8 Unbundled Network Elements may not be connected to or combined with AT&T Wisconsin access services or other AT&T Wisconsin tariffed service offerings with the exception of tariffed Collocation services where available.
- 2.10 Performance of UNEs
- 2.10.1 Each UNE will be provided in accordance with AT&T Wisconsin Technical Publications or other written descriptions, if any, as changed from time to time by AT&T Wisconsin at its sole discretion.
- 2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

- 2.10.3 AT&T Wisconsin may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AT&T Wisconsin places on itself for orders from its End Users.
- 2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of AT&T Wisconsin, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which AT&T Wisconsin agrees to provide CLEC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which AT&T Wisconsin makes these methods available. These methods provide CLEC access to multiple AT&T Wisconsin UNEs which CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested AT&T Wisconsin Central Office.

3.1.1.1 (Method 1)

AT&T Wisconsin will extend AT&T Wisconsin UNEs requiring cross connection to CLEC's Physical Collocation Point of Termination (POT) when CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

AT&T Wisconsin will extend AT&T Wisconsin UNEs that require cross connection to CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

AT&T Wisconsin will extend AT&T Wisconsin UNEs to the CLEC's UNE frame that is located outside the AT&T Wisconsin Central Office where the UNEs are to be combined in a closure such as a cabinet provided by AT&T Wisconsin on AT&T Wisconsin property.

- 3.2 The following terms and conditions apply to all methods when AT&T Wisconsin provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:
- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, AT&T Wisconsin will provide a written reply notifying CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
 - 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of AT&T Wisconsin Central Office space and equipment.
 - 3.2.3 CLEC may cancel the request at any time, but will pay AT&T Wisconsin's reasonable and demonstrable costs for modifying AT&T Wisconsin's Central Office up to the date of cancellation.
 - 3.2.4 CLEC may elect to access AT&T Wisconsin's UNEs through Physical Collocation arrangements.
 - 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
 - 3.2.6 CLEC shall refer trouble sectionalized in the AT&T Wisconsin UNE to AT&T Wisconsin.
 - 3.2.7 Prior to AT&T Wisconsin providing access to UNEs under this Appendix, CLEC and AT&T Wisconsin shall provide each other with a point of contact for overall coordination.
 - 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
 - 3.2.9 All tools, procedures, and equipment used by CLEC to connect to AT&T Wisconsin's network shall comply with technical standards set out in AT&T Wisconsin Local Exchange Carrier Technical Document TP76299MP, to

reduce the risk of damage to the network and customer disruption.

- 3.2.10 CLEC shall be responsible for CLEC's personnel observing AT&T Wisconsin's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If AT&T Wisconsin for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on AT&T Wisconsin's premises, CLEC shall immediately comply with such request. Such person shall leave AT&T Wisconsin's premises promptly, and CLEC shall not furnish such person again to perform work on AT&T Wisconsin's premises without AT&T Wisconsin's consent.
- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to AT&T Wisconsin premises and/or facilities. AT&T Wisconsin identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to AT&T Wisconsin premises will be granted only to CLEC employees with such identification.
- 3.2.12 CLEC shall designate each Unbundled Network Element being ordered from AT&T Wisconsin. CLEC shall provide an interface to receive assignment information from AT&T Wisconsin regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 AT&T Wisconsin will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T Wisconsin shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in AT&T Wisconsin equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to AT&T Wisconsin UNEs will be made on an individual case basis (ICB).
- 3.2.15.2 AT&T Wisconsin will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, AT&T Wisconsin will ensure that the first CLEC obtaining

Access to UNEs in an AT&T Wisconsin premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 AT&T Wisconsin will contract for and perform the construction and preparation activities using same or consistent practices that are used by AT&T Wisconsin for other construction and preparation work performed in the building.

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5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in this Section 5 applies to each Bona Fide Request submitted to AT&T Wisconsin. For purposes of this Appendix, a “Business Day” means Monday through Friday, excluding Holidays observed by AT&T Wisconsin.

5.2 Bona Fide Request Process

5.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request AT&T Wisconsin to provide CLEC access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by AT&T Wisconsin under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook or (ii) TCNet.ameritech.com, if one of the Parties is AT&T Wisconsin. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

5.2.4 CLEC is responsible for all costs incurred by AT&T Wisconsin to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T Wisconsin for its costs incurred to complete the Preliminary Analysis of the BFR:

5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover, AT&T Wisconsin, preliminary evaluation costs, in which case

AT&T Wisconsin may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or

- 5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T Wisconsin, to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and AT&T Wisconsin is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T Wisconsin will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AT&T Wisconsin its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T Wisconsin received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of CLEC either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 AT&T Wisconsin will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AT&T Wisconsin, will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AT&T Wisconsin, has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AT&T Wisconsin will provide to CLEC a preliminary analysis of such Request (the “**Preliminary Analysis**”). The Preliminary Analysis will (i) indicate that AT&T Wisconsin will offer the Request to CLEC or (ii) advise CLEC that AT&T Wisconsin will not offer the Request. If AT&T Wisconsin indicates it will not offer the Request AT&T Wisconsin will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by AT&T Wisconsin under the Act and/or, iii) that the BFR is not the correct process for the request.

- 5.2.9 If the Preliminary Analysis indicates that AT&T Wisconsin will offer the Request, CLEC may, at its discretion, provide written authorization for AT&T Wisconsin to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by AT&T Wisconsin within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AT&T Wisconsin all demonstrable costs as set forth above. Any request by CLEC for AT&T Wisconsin to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AT&T Wisconsin shall provide to CLEC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AT&T Wisconsin for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the General Terms and Conditions. If AT&T Wisconsin does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T Wisconsin for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this Agreement.

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5.4 **THIS SECTION INTENTIONALLY LEFT BLANK****6. NETWORK INTERFACE DEVICE**

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **AT&T Wisconsin**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **AT&T Wisconsin** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below.
- 6.2 **AT&T Wisconsin** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **AT&T Wisconsin**'s NID, or at any other technically feasible point.
- 6.3 CLEC may connect to the End User's premises wiring through the **AT&T Wisconsin** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **AT&T Wisconsin** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **AT&T Wisconsin**, at the request of CLEC, will disconnect the **AT&T Wisconsin** local loop from the NID, at charges reflected in the state specific Appendix Pricing.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **AT&T Wisconsin**'s NID where necessary.
- 6.5 The **AT&T Wisconsin** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **AT&T Wisconsin** to serve its End Users.
- 6.6 CLEC shall not attach to or disconnect **AT&T Wisconsin**'s ground. CLEC shall not cut or disconnect **AT&T Wisconsin**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.
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7. LOCAL LOOP

7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in an AT&T Wisconsin Central Office and the loop demarcation point at an End User premise. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T Wisconsin. The local loop Unbundled Network Element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Unbundled Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in AT&T Wisconsin wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing:

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T Wisconsin will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, AT&T Wisconsin will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T Wisconsin Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with AT&T Wisconsin’s processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 AT&T Wisconsin will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from AT&T Wisconsin’s central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in AT&T Wisconsin’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

- 8.2.1 “Dead Count” refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 8.2.2 “Demarcation Point” is defined as the point on the loop where the ILEC’s control of the wire ceases and the subscriber’s control (or on the case of some multiunit premises, the landlord’s control) of the wire begins.
- 8.2.3 “Digital Subloop” May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
- 8.2.4 ”Distribution Cable” is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC’s network. “Feeder cable” is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.
- 8.2.5 “MDF-to-SAI/FDI” is that portion of the loop from the MDF to the SAI/FDI.
- 8.2.6 “MDF-to-Term” is that portion of the loop from the MDF to an accessible terminal.
- 8.2.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
- 8.2.8 “SAI/FDI-to-Term” is that portion of the loop from the SAI/FDI to an accessible terminal.
- 8.2.9 “SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user’s premise.
- 8.2.10 “SPOI” is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and CLEC to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.
- 8.2.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.

8.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 AT&T Wisconsin will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

8.4 Subloops are not available for combination by AT&T Wisconsin with any Unbundled Network Elements or service.

8.5 Subloops are provided “as is” unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

8.7 Twisted-pair Copper Subloops:

8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Main Distributing Frame (MDF),
 - the Terminal (underground or aerial).

8.8 CLEC may request access to the following twisted-pair copper subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

* Provided using the BFR Process. In addition, if CLEC requests an Interconnection Point which has not been identified, CLEC will need to submit a BFR.

8.9 High Capacity Subloops:

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),

- the Remote Terminal (RT), only when cross-connect access is available at that RT
 - the Terminal (underground or aerial).
- 8.9.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).
- 8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.
- 8.11 Provisioning:
- 8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).
- 8.11.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.
- 8.12 Maintenance:
- 8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the AT&T Wisconsin switch/testing equipment will be lost.
- 8.12.2 CLEC shall isolate trouble to the AT&T Wisconsin Subloop portion of CLEC’s service before reporting trouble to AT&T Wisconsin.
- 8.12.3 AT&T Wisconsin shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T Wisconsin on a trouble report and the fault is determined to be in CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 8.12.4 Once all subloop access arrangements have been completed and balance of payment due AT&T Wisconsin is received, CLEC may place a LSR for subloops at this location. Prices at which AT&T Wisconsin agrees to

provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, AT&T Wisconsin repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cabling require replacement, AT&T Wisconsin will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

8.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T Wisconsin subloop network.

8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

8.13.3 Upon receipt of a complete and correct application, AT&T Wisconsin will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

8.13.5 Subloop inquiries do not serve to reserve subloop(s).

8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

- 8.13.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T Wisconsin has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and AT&T Wisconsin to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 8.13.9 Except as set forth below in this Section 8.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to AT&T Wisconsin written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T Wisconsin will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.3. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, AT&T Wisconsin will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 8.13.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with an AT&T Wisconsin technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into AT&T Wisconsin's interconnection point.
- 8.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T Wisconsin to properly engineer access to each SAI and to ensure AT&T Wisconsin does not provide more available terminations than CLEC expects to use.
- 8.13.12 In order to maximize the availability of terminations for CLEC, CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

- 8.13.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 8.13.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T Wisconsin for removal of their facilities from the SAA.
- 8.14 Subloop Access Arrangement (SAA) Access Points:
- 8.14.1 SAI/FDI or Terminal
- 8.14.1.1 CLEC cable to be terminated in a AT&T Wisconsin SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 8.14.1.2 CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T Wisconsin will terminate on available binding posts in the SAI/FDI or Terminal.
- 8.14.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T Wisconsin will stub out a cable from the SAI/FDI or Terminal, which AT&T Wisconsin will splice to CLEC cable at the meet point.
- 8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.
- 8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, AT&T Wisconsin may choose to increase capacity of the SAI/FDI by the method of its choice, for which CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing CLEC to terminate its cable at the SAI/FDI.
- 8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, AT&T Wisconsin may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate CLEC facilities for which CLEC will be charged.

- 8.15 Relocation of Existing AT&T Wisconsin/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 8.15.1 AT&T Wisconsin shall notify CLEC of pending relocation as soon as AT&T Wisconsin receives such notice.
- 8.15.2 CLEC shall notify AT&T Wisconsin of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 8.15.3 AT&T Wisconsin shall then provide CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with CLEC and AT&T Wisconsin engineer.
- 8.15.4 CLEC shall notify AT&T Wisconsin of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T Wisconsin's estimate.
- 8.15.5 Upon acceptance of the AT&T Wisconsin estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T Wisconsin of their acceptance of estimate costs.
- 8.15.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T Wisconsin as to the date that AT&T Wisconsin may remove CLEC's facilities from that SAA. CLEC will pay AT&T Wisconsin for all costs associated with the removal of CLEC's SAA.
- 8.15.7 In the event that CLEC does not respond to AT&T Wisconsin in time to have their facilities relocated, AT&T Wisconsin shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to CLEC.
- 8.16 RT (for DS3 Subloop):
- 8.16.1 CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that AT&T Wisconsin will terminate on a fiber/coax interconnection block to be constructed in the RT.
- 8.16.2 CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and AT&T Wisconsin will stub out a cable from the RT, which AT&T Wisconsin will splice to CLEC cable at the meet point.

9. ENGINEERING CONTROLLED SPLICE (ECS)

- 9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, AT&T Wisconsin will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T Wisconsin, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.
- 9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
 - 9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that AT&T Wisconsin will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If AT&T Wisconsin elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
 - 9.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T Wisconsin/Ameritech places more pairs at the splice.
 - 9.2.3 AT&T Wisconsin will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although AT&T Wisconsin will construct the engineering controlled splice, the ECS maybe owned by AT&T Wisconsin or CLEC (depending on the specific arrangement) at the option of AT&T Wisconsin.
 - 9.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
 - 9.2.5 AT&T Wisconsin may require a separate SCA for each remote terminal site.
 - 9.2.6 Except as set forth below in this Section 9.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned by AT&T Wisconsin. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an

individual case basis. AT&T Wisconsin will not begin any construction of the ECS until CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.3. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, AT&T Wisconsin will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.3 CLEC will have two (2) options for implementing the ECS: a “Dedicated Facility Option” (DFO) and a “Cross-connected Facility Option” (CFO).

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 CLEC may request AT&T Wisconsin splice the existing cabling between the ECS and the SAI to CLEC’s SAA facility. This facility will be “dedicated” to CLEC for subsequent subloop orders.

9.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 CLEC will compensate AT&T Wisconsin for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to CLEC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 CLEC may request AT&T Wisconsin build an ECS cross-connect junction on which to terminate CLEC’s SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T Wisconsin cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T Wisconsin cabling.

9.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling

desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.2.4 CLEC will compensate AT&T Wisconsin for the charges incurred by AT&T Wisconsin derived from CLEC's request for the SCA.

10. PACKET SWITCHING

10.1 AT&T Wisconsin will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 AT&T Wisconsin has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 AT&T Wisconsin has not permitted a requesting carrier to deploy DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 AT&T Wisconsin has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same

basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

11.1.3.2 access to OS/DA and 9-1-1; and

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching uses routing instructions resident in the AT&T Wisconsin switch to direct all CLEC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the AT&T Wisconsin switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for AT&T Wisconsin.

11.2.3 AT&T Wisconsin will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When CLEC purchases ULS in AT&T Wisconsin, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

11.2.4 ULS as provided by AT&T Wisconsin includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 AT&T Wisconsin will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to AT&T Wisconsin's notifications regarding network congestion.

11.2.6 AT&T Wisconsin will perform testing through ULS for CLEC in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 AT&T Wisconsin will repair and restore any AT&T Wisconsin equipment that may adversely impact ULS.

11.2.8 AT&T Wisconsin will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.

11.2.9 AT&T Wisconsin will provide CLEC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to

the extent that AT&T Wisconsin provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

11.2.10 At AT&T Wisconsin's discretion and upon not less than ninety (90) days' written notice to CLEC, AT&T Wisconsin may elect to discontinue providing ULS or to provide ULS at market prices to CLEC serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which AT&T Wisconsin can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), AT&T Wisconsin has satisfied each of the following conditions.

- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of AT&T Wisconsin offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
- b) In the Exception Territory where AT&T Wisconsin elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. AT&T Wisconsin may only exercise its rights to discontinue or market-price ULS under this Section for CLEC End Users involving four or more lines.

11.2.10.1 In determining whether AT&T Wisconsin may exercise its rights under this Section in any particular case, CLEC shall be obligated to disclose customer account detail similar to customer service records that AT&T Wisconsin provides to CLEC through pre-ordering process.

11.2.10.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which AT&T Wisconsin may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Subject to switch limitations, Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. CLEC will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates.

11.5 Switch Ports

11.5.1 In AT&T Wisconsin, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – AT&T Wisconsin

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

11.5.1.2 Trunk Side Switch Ports – AT&T Wisconsin

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three

64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in AT&T Wisconsin.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible functions that are centralized in Tandem Office Switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing.

12. **SHARED TRANSPORT**

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 AT&T Wisconsin provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to CLEC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 “ULS-ST” refers to Unbundled Local Switching with Unbundled Shared Transport in AT&T Wisconsin. ULS-ST is provided on a per ULS port basis.

12.1.2 AT&T Wisconsin provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local*

Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC Wisconsin/Ameritech Merger*, CC Docket No. 98-141 (“FCC Conditions”).

- 12.1.3 ULS-ST permits CLEC to access the interoffice network of AT&T Wisconsin for the origination from and completion to the associated ULS port of End User local traffic to and from AT&T Wisconsin switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC’d/LPIC’d Interexchange Carrier for that ULS port is not directly connected to the AT&T Wisconsin switch providing that ULS port. AT&T Wisconsin will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.
- 12.1.4 All CLEC’s local traffic between AT&T Wisconsin switches will use Shared Transport and all local CLEC’s traffic to non-AT&T Wisconsin switches will use the transit function of Shared Transport (with this transit function being referred to as “Shared Transport-Transit”). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
- 12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. AT&T Wisconsin reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 12.1.6 AT&T Wisconsin’s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the AT&T Wisconsin network.
- 12.1.7 In providing ULS-ST, AT&T Wisconsin will use the existing AT&T Wisconsin routing tables contained in AT&T Wisconsin switches, as AT&T Wisconsin may change those tables from time to time including after CLEC purchases ULS-ST.
- 12.1.8 AT&T Wisconsin will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the AT&T Wisconsin signaling on a per- call basis.
- 12.2 Custom Routing of OS/DA with ULS-ST
- 12.2.1 CLEC can only mix ULS-ST and custom routing within a AT&T Wisconsin end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by AT&T Wisconsin’s ULS-ST ports in that AT&T Wisconsin end office switch. If

this custom routing for OS/DA is chosen in a given AT&T Wisconsin end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

12.2.2 CLEC must provide AT&T Wisconsin routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by AT&T Wisconsin for the establishment of each custom route for OS or DA traffic in an end office switch.

12.2.3 AT&T Wisconsin will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

12.2.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

12.2.5 CLEC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by CLEC purchasing AT&T Wisconsin's ULS-ST ports. SPID branding must be addressed in a separate agreement between CLEC and AT&T Wisconsin.

12.3 ULS-ST Usage-Sensitive Rating

12.3.1 AT&T Wisconsin will charge CLEC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 AT&T Wisconsin will charge CLEC using AT&T Wisconsin's Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an AT&T Wisconsin end office or to/from a non-AT&T Wisconsin end office.

12.3.3 The charges for Shared Transport are reflected in Appendix Pricing.

12.4 Reciprocal Compensation associated with ULS-ST

12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

12.4.2 As to ULS-ST only, AT&T Wisconsin will charge CLEC using AT&T Wisconsin's ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a AT&T Wisconsin end office.

12.4.3 As to ULS-ST only, CLEC will reciprocally charge AT&T Wisconsin for interswitch local traffic originated from a AT&T Wisconsin end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

12.4.4 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

12.5 IntraLATA and InterLATA Toll Rate Application

12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through AT&T Wisconsin tandem switch(es) and transmission facilities, AT&T Wisconsin will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the AT&T Wisconsin end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

12.6 Application of Usage Sensitive Charges for ULS-ST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

12.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

12.6.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a AT&T Wisconsin end user line, Resale line, or any

unbundled line port or trunk port which is connected to the same end office switch.

12.6.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.6.2.3 AT&T Wisconsin will not bill ULS-T usage charges for Intra-switch calls that terminate to a CLEC ULS port.

12.6.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over AT&T Wisconsin's shared transport network, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, AT&T Wisconsin will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

12.6.3.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set

forth in *Exhibit A*.

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

12.6.3.2.1.1 “1+” intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User’s IntraLATA Primary Interexchange Carrier (LPIC) choice. When a “1+” interLATA call is initiated from an ULS-ST port, it will be routed to the End User’s interLATA (PIC) choice.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, AT&T Wisconsin will not charge originating access charges to CLEC or the IXC except that AT&T Wisconsin may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T Wisconsin as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, AT&T Wisconsin will not charge terminating access to CLEC or the IXC except that AT&T Wisconsin may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T Wisconsin as its transport provider.

12.6.3.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.3 Toll Free Calls

12.6.3.3.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, AT&T Wisconsin will perform the appropriate database query and will route

the call to terminating AT&T Wisconsin “Success 800” subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

- 12.6.3.3.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not an AT&T Wisconsin “Success 800” subscriber, AT&T Wisconsin will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using AT&T Wisconsin tandem, then AT&T Wisconsin will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. AT&T Wisconsin will not charge originating access charges to CLEC or the IXC except that AT&T Wisconsin may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T Wisconsin as its transport provider.

13. INTEROFFICE TRANSPORT

- 13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as AT&T Wisconsin interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by AT&T Wisconsin, or requesting CLEC, or between switches owned by AT&T Wisconsin or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request.
- 13.2 AT&T Wisconsin will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- 13.3 Unbundled Dedicated Transport
- 13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by AT&T Wisconsin or between a Wire Center or switch owned by AT&T Wisconsin and a CLEC owned or provided switch.
- 13.3.2 AT&T Wisconsin will provide Dedicated Transport as a point to point circuit dedicated to CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). AT&T Wisconsin will provide higher speeds to CLEC as

they are deployed in the AT&T Wisconsin network. AT&T Wisconsin provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – a circuit between two AT&T Wisconsin Wire Centers.

13.3.3.2 Entrance Facility – a circuit from AT&T Wisconsin serving Wire Center to CLEC's location.

13.3.3.3 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 AT&T Wisconsin shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by CLEC shall be subject to additional charges. When additional costs are incurred by AT&T Wisconsin for CLEC specific diversity, AT&T Wisconsin will advise CLEC of the applicable additional charges. AT&T Wisconsin will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.5.1 AT&T Wisconsin shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically

feasible. Physical diversity requested by CLEC shall be subject to additional charges. When additional costs are incurred by AT&T Wisconsin for CLEC specific diversity. AT&T Wisconsin will advise CLEC of the applicable additional charges. AT&T Wisconsin will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.6 Digital Cross-Connect System (DCS)

13.6.1 AT&T Wisconsin will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7 Network Reconfiguration Service (NRS)

13.7.1 AT&T Wisconsin will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.8 THIS SECTION INTENTIONALLY LEFT BLANK

14. DARK FIBER

14.1 In AT&T Wisconsin Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.5.1 and 14.6.1, below.

14.2 Interoffice Dark Fiber

14.2.1 AT&T Wisconsin will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different AT&T Wisconsin Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. AT&T Wisconsin will offer its dark fiber to CLEC when CLEC has collocation space in each AT&T Wisconsin CO where the requested dark fibers terminate.

14.3 Loop Dark Fiber

14.3.1 AT&T Wisconsin will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving AT&T Wisconsin central office and an end user customer premise.

14.4 Sub-Loop Dark Fiber

14.4.1 AT&T Wisconsin will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving AT&T Wisconsin central office and a remote terminal/CEV/Hut; or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

14.4.2 Dark Fiber sub-loop segments are explicitly governed by Section 8 of this Appendix and are limited to remote terminal/CEV/Hut outlined below.

14.4.3 Upon receipt of a complete and correct Sub-loop Access Application, AT&T Wisconsin shall provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a time and materials basis. CLEC agrees to pay AT&T Wisconsin appropriate rates for the engineering and other associated costs performed when CLEC submits a request to provide a written estimate for sub-loop(s).

14.4.4 At AT&T Wisconsin Central Offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. CLEC access is provided pursuant Method One (Section 3.1.1.1, above) which allows for approved collocation access. The only method of access for Dark fiber is collocation

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for AT&T Wisconsin's forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.6 Determining Spare Fibers:

14.6.1 AT&T Wisconsin will inventory and track spare dark fibers. Spare fibers do not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers

14.6.1.3 AT&T Wisconsin growth fibers. Fibers documented as reserved by AT&T Wisconsin for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate AT&T Wisconsin engineering organization will maintain records on each fiber optic cable for which CLEC's request dark fiber.

14.6.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

14.7 Quantities and Time Frames for ordering Dark Fiber:

14.7.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, AT&T Wisconsin will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 14.5.1 and 14.6.1 above.)

14.7.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

- 14.7.2.1 If spare dark fiber is available, as determined under this Agreement, AT&T Wisconsin will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.
- 14.7.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned pursuant to paragraph 14.6.2 for the charges which will be established as set forth in Appendix Pricing.
- 14.8 Right of Revocation of Access to Dark Fiber
- 14.8.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date AT&T Wisconsin provided the fibers, AT&T Wisconsin may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to AT&T Wisconsin inventory.
- 14.8.2 AT&T Wisconsin may reclaim from CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. AT&T Wisconsin will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T Wisconsin must also demonstrate to CLEC that the dark fiber will be needed to meet AT&T Wisconsin's bandwidth requirements within the 12 months following the revocation.
- 14.9 Access Methods specific to Dark Fiber
- 14.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an AT&T Wisconsin approved splitter shelf. This arrangement allows for non-intrusive testing.
- 14.9.2 At CO's dark fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided pursuant to Method One (Section 3.1.1.1, above) which is the only method of access for dark fiber.
- 14.9.3 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.
- 14.9.3.1 CLEC may collocate, providing collocation application and associated criteria are met, when seeking to interconnection and desire to place non-passive electronics in a remote

terminal/CEV/Hut provided AT&T Wisconsin has existing and available space in these locations.

14.9.3.2 CLEC have two (2) options for obtaining dark fiber subloop access. Prior to ordering subloop facilities, CLEC must establish Collocation using the Collocation process as set forth in Collocation Appendix, or must establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either or which are necessary to interconnect to the AT&T Wisconsin subloop network.

14.9.3.3 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC shall initiate an SCA by submitting a Sub-loop Access Arrangement Application.

14.9.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the End User premises and via a fiber distribution frame at the remote terminal/CEV/Hut. CLEC may elect to place his cable, defined by the engineer in the design phase, that AT&T Wisconsin will terminate on available demarcation points or terminal.

14.10 Installation and Maintenance for Dark Fiber

14.10.1 AT&T Wisconsin will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to CLEC equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 AT&T Wisconsin will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to AT&T Wisconsin's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T Wisconsin's databases and information. AT&T Wisconsin will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

- 18.1 The cross connect is the media between the AT&T Wisconsin UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a AT&T Wisconsin UNE and a Collocation area for the purpose of permitting CLEC to connect the AT&T Wisconsin UNE to other UNEs or to CLEC's own facilities. Where AT&T Wisconsin has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one AT&T Wisconsin UNE and another AT&T Wisconsin UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.
- 18.2 Pricing for Sections 18.3, 18.4 and 18.5 for AT&T Wisconsin is provided as set forth in Appendix Pricing.
- 18.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a AT&T Wisconsin Loop with another AT&T Wisconsin UNE are as follows:
- 18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
 - 18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
 - 18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
 - 18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another AT&T Wisconsin UNE are as follows:
- 18.4.1 DS-1 to UNE Connection Methods point of access
- 18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another AT&T Wisconsin UNE are as follows:

- 18.5.1 Analog Line Port to UNE Connection Methods point of access
- 18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
- 18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
- 18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
- 18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access
- 18.5.6 The applicable cross connects for AT&T Wisconsin Loop, UDT or Port UNEs are as follows:
 - 18.5.7 2-wire
 - 18.5.8 4-wire
 - 18.5.9 6-wire
 - 18.5.10 8-wire
 - 18.5.11 DS-1
 - 18.5.12 DS-3
 - 18.5.13 OC-3
 - 18.5.14 OC-12
 - 18.5.15 OC-48
 - 18.5.16 LT1
 - 18.5.17 LT3

18.6 Maintenance of Elements

- 18.6.1 If trouble occurs with unbundled network elements provided by AT&T Wisconsin, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T Wisconsin's equipment and/or facilities, CLEC will issue a trouble report to AT&T Wisconsin.
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- 18.6.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Unbundled Network Element and AT&T Wisconsin dispatches personnel to the End User's premises or an AT&T Wisconsin Central Office and trouble was not caused by AT&T Wisconsin's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.
- 18.6.3 CLEC shall pay Time and Material charges when AT&T Wisconsin dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T Wisconsin or in detariffed CPE provided by AT&T Wisconsin, unless covered under a separate maintenance agreement.
- 18.6.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 18.6.5 If CLEC issues a trouble report allowing AT&T Wisconsin access to the End User's premises and AT&T Wisconsin personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T Wisconsin personnel are dispatched. Subsequently, if AT&T Wisconsin personnel are allowed access to the premises, these charges will still apply.
- 18.6.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T Wisconsin performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T Wisconsin performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T Wisconsin performed other than on a normally scheduled workday.
- 18.6.7 If CLEC requests or approves a AT&T Wisconsin technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

19. RECONFIGURATION

- 19.1 AT&T Wisconsin will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 00-183) and with AT&T Wisconsin's processes to implement that Order, as set forth on the CLEC website.

20. RESERVATION OF RIGHTS

- 20.1 AT&T Wisconsin's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.