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October 17, 2007

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

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Time Warner Telecom of Wisconsin, L.P.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Time Warner Telecom of Wisconsin, L.P. hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Time Warner Telecom of Wisconsin, L.P.

I have been authorized by Time Warner Telecom of Wisconsin, L.P. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Time Warner Telecom of Wisconsin, L.P.  
Tina Davis  
Sr. Vice President – Deputy General Counsel  
10475 Park Meadows Drive  
Littleton, CO 80124  
Tel: (303) 542-4588  
Fax: (303) 566-1010

Sincerely,

*/S/ Sally Briar*

Sally Briar

Enclosure

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a AT&T Wisconsin  
AND  
TIME WARNER TELECOM OF WISCONSIN, L.P.**

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") is no longer legally obligated to provide those network elements on an unbundled basis to Time Warner Telecom of Wisconsin, L.P. ("TWTC") under federal law; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II*") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the *USTA II* decision vacated certain of the FCC rules and parts of the *TRO* requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,<sup>1</sup> on February 4, 2005 ("TRO Remand Order"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS"), and holding that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to requesting telecommunications carriers (CLECs);

WHEREAS, The Parties hereby amend the agreement and the amendments thereto, including but not limited to the TRO/USTA II amendment. The Parties further agree that this amendment replaces and supersedes the TRO/USTA II amendment and that if there is any conflict between the two, the language of this amendment shall prevail.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 251(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

1. **TRO-Declassified Elements.** Pursuant to the *TRO*, nothing in the Agreement requires AT&T Wisconsin to provide to TWTC any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

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<sup>1</sup> Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

- (i) entrance facilities;
- (ii) DSO or OCn level dedicated transport;
- (iii) enterprise market (DS1 and above) local switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);
- (iv) OCn loops;
- (v) the feeder portion of the loop;
- (vi) line sharing;
- (vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;
- (viii) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (ix) packet switching, including routers and DSLAMs;
- (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and
- (xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that AT&T Wisconsin has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T Wisconsin will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

2. **TRO Remand-Declassified Elements - Mass Market Unbundled Local Switching and UNE-P.** Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, TWTC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

2.1 **Transitional Provision of Embedded Base.** As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, AT&T Wisconsin shall continue to provide access to TWTC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by TWTC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of:

- (a) TWTC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
- (b) TWTC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
- (c) March 11, 2006.

AT&T Wisconsin's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 2.1 shall be on an "as is" basis, except that TWTC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as

applicable, AT&T Wisconsin may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

2.1.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Amendment, and subject to this Section 2 and subject to the conditions set forth in Section 2.1.1.1 below, AT&T Wisconsin shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

2.1.1.1 The Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

2.2 **Transitional Pricing for Embedded Base.** Notwithstanding anything in the Agreement, during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which TWTC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. TWTC shall be fully liable to AT&T Wisconsin to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

- i. Regardless of the execution or effective date of this Amendment or the underlying Agreement, TWTC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.
- ii. TWTC shall be fully liable to AT&T Wisconsin to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

2.3 **End of Transitional Period.** TWTC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

2.3.1 To the extent that there are TWTC embedded base Mass Market ULS or UNE-P [and related items, such as those referenced in Section 2.1.1 above] in place on March 11, 2006, AT&T Wisconsin, without further notice or liability, will re-price such arrangements to a market-based rate.

3. **TRO Remand-Declassified - Loop-Transport Elements.** Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, TWTC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

Dark Fiber Loops;

DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;

DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

**3.1 Transitional Provision of Embedded Base.** As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T Wisconsin shall continue to provide access to TWTC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by TWTC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of:

- (a) TWTC's disconnection or other discontinuance of use of one or more of the Affected Element(s);
- (b) TWTC's transition of an Affected Element(s) to an alternative arrangement; or
- (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport).

AT&T Wisconsin's transitional provision of embedded base Affected Element(s) under this Section 3.1 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, AT&T Wisconsin may, without further notice or liability, cease providing the Affected Element(s).

**3.2 Transitional Pricing for Embedded Base.** Notwithstanding anything in the Agreement, during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate TWTC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15%*.

3.2.1 Regardless of the execution or effective date of this Amendment or the underlying Agreement, TWTC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

3.2.2 TWTC shall be fully liable to AT&T Wisconsin to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

**3.3 End of Transitional Period.** TWTC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 3.3.1 and 3.3.2 below). For Dark Fiber Affected Elements, TWTC will remove all TWTC services from such Dark Fiber Affected Elements and return the facilities to AT&T Wisconsin by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

3.3.1 For Dark Fiber Loops and Affected Dark Fiber Transport, the transition period shall end on September 11, 2006.

3.3.2 For Affected DS1 and DS3 Loops and Transport, the transition period shall end on March 11, 2006.

3.3.3 To the extent that there are TWTC embedded base Affected DS1 and DS3 Loops or Transport Elements in place on March 11, 2006, as applicable, AT&T Wisconsin, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs.

### 3.4. TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.4.1 AT&T Wisconsin is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under 251, either alone or in a Section 251 combination, except as follows:

3.4.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T Wisconsin is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.4.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T Wisconsin shall provide TWTC, upon TWTC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T Wisconsin in that Wire Center, except as otherwise set forth in this Attachment.

3.4.1.3 In accordance with Rule 51.319(a)(4)(ii), AT&T Wisconsin is not obligated to provision to TWTC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.4.2 DS3 Loops. In accordance with Rule 51.319(a)(5), AT&T Wisconsin shall provide TWTC, upon TWTC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T Wisconsin in that Wire Center, except as otherwise set forth in this Attachment.

3.4.2.1 In accordance with Rule 51.319(a)(5)(ii), AT&T Wisconsin is not obligated to provision to TWTC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

3.4.3 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T Wisconsin shall provide TWTC, upon TWTC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Rules 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), no future DS1 Unbundled Dedicated Transport will be required of AT&T Wisconsin on such routes, except as otherwise set forth in this Attachment.

3.4.3.1 In accordance with Rule 51.319(e)(2)(ii)(B), AT&T Wisconsin is not obligated to provision to TWTC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis where there is no 251(c)(3) unbundling obligation for DS-3 Unbundled Dedicated Transport but for which impairment exists for DS1 Unbundled Dedicated Transport.

3.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T Wisconsin shall provide TWTC, upon TWTC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as

defined in Rules 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), no future DS3 Unbundled Dedicated Transport will be required of AT&T Wisconsin on such routes, except as otherwise set forth in this Attachment.

3.5.1 In accordance with Rule 51.319(e)(2)(iii)(B), AT&T Wisconsin is not obligated to provision to a TWTC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

3.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T Wisconsin shall provide TWTC, upon TWTC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Rules 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T Wisconsin on such routes, except as otherwise set forth in this Attachment.

#### 4. Non-Impaired Wire Center Criteria and Related Processes

4.1 AT&T Wisconsin has designated and posted to TWTC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T Wisconsin's designations shall be treated as controlling (even if TWTC believes the list is inaccurate) for purposes of transition and ordering unless TWTC provides a self-certification as outlined below. Until TWTC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, TWTC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. TWTC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T Wisconsin will update the TWTC Online posted list and will advise TWTC of such posting via Accessible Letter, which term for the purposes of this Section 4.0 of this Amendment shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0 of this Amendment.

If the Public Service Commission of Wisconsin has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and/or Rule 51.319(e)(3)(ii) then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, TWTC shall perform a reasonably diligent inquiry to determine that, to the best of TWTC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and/or Rule 51.319(e)(3)(ii) of this Amendment. If, based on its reasonably diligent inquiry, TWTC disputes AT&T Wisconsin's wire center non-impairment designation, TWTC will provide a self-certification to AT&T Wisconsin identifying the wire center(s) that it is self-certifying for. In performing its inquiry, TWTC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T Wisconsin as creating a presumption that a Wire Center is not impaired. TWTC can send a letter to AT&T Wisconsin claiming Self Certification or TWTC may elect to self-certify using a written or electronic notification sent to AT&T Wisconsin. In the event that TWTC issues a self-certification to AT&T Wisconsin where AT&T Wisconsin has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, TWTC can continue to submit and AT&T Wisconsin must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided TWTC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the

dispute resolution provisions of Section 4.0. If TWTC makes such a self-certification, and TWTC is otherwise entitled to the ordered element under the Agreement, AT&T Wisconsin shall provision the requested facilities in accordance with TWTC's order and within AT&T Wisconsin's standard ordering interval applicable to such facilities. If AT&T Wisconsin in error rejects TWTC orders, where TWTC has provided self certification in accordance with this Section 4.0, AT&T Wisconsin will modify its systems to accept such orders within 5 business hours of TWTC notification to its account manager. TWTC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

4.1.1 The parties recognize that wire centers that AT&T Wisconsin had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T Wisconsin may add the wire center to the list of designated wire centers and the Parties will use the following process:

4.1.1.1 AT&T Wisconsin may update the wire center list as changes occur.

4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T Wisconsin will provide notification to TWTC via Accessible Letter and by a posting on TWTC Online.

4.1.1.3 AT&T Wisconsin will continue to accept TWTC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring TWTC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event TWTC disagrees with AT&T Wisconsin's determination and TWTC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T Wisconsin's determination regarding the wire center by providing a self-certification to AT&T Wisconsin.

4.1.1.5 If TWTC does not use the self-certification process described in this Section 4.0 of this Amendment to self-certify against AT&T Wisconsin's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 3.2 of this Amendment, whichever is later. For the Applicable Transitional Period, no additional notification will be required. TWTC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

4.1.1.6 If TWTC does provide self-certification to dispute AT&T Wisconsin's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T Wisconsin may dispute TWTC's self-certification as described in Sections 4.1.3 and 4.1.4 of this Amendment and AT&T Wisconsin will accept and provision the applicable loop and transport orders for TWTC providing the self certification during a dispute resolution process.

4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

- 4.1.2 If the Commission has previously determined, in any proceeding, even if TWTC was not a party to that proceeding where appropriate notice has been provided to TWTC and where TWTC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then TWTC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T Wisconsin's designations.
- 4.1.3 In the state of Wisconsin, if it desires to do so, AT&T Wisconsin can dispute the self-certification and associated TWTC orders for facilities pursuant to the following procedures: AT&T Wisconsin will notify the TWTC of its intent to dispute the TWTC's self-certification within 30 days of the TWTC's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T Wisconsin will file the dispute for resolution with the state Commission within 60 days of the TWTC's self-certification or within 60 days of the effective date of this amendment, whichever is later. AT&T Wisconsin will notify TWTC of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T Wisconsin's failure to file a timely challenge, i.e., within 60 days of the TWTC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any TWTC's self certification for a given wire center shall be deemed a waiver by AT&T Wisconsin of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T Wisconsin shall promptly notify TWTC of any time where AT&T Wisconsin has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T Wisconsin may challenge future TWTC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1 of this Amendment. During the timeframe of any dispute resolution proceeding, AT&T Wisconsin shall continue to provide the High-Capacity Loop or Transport facility in question to TWTC at the rates in the Pricing Appendix to the Agreement. If TWTC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that TWTC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by TWTC for the affected loop or transport shall be subject to true-up as follows:
- 4.1.3.1 For wire centers designated by AT&T Wisconsin prior to March 11, 2005 and
- 4.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,
- 4.1.3.1.1.1 TWTC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 3.2 of this Amendment between March 11, 2005 and the end of the initial TRRO transition period described in Section 3.3. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, TWTC will also provide true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will

be determined using the transitional rate described in Section 3.2 of this Amendment. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

4.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, TWTC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T Wisconsin's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2 of this Amendment. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

4.1.3.2 For wire centers designated by AT&T Wisconsin after March 11, 2005,

4.1.3.2.1 For affected loop/transport elements ordered before AT&T Wisconsin's wire center designation,

4.1.3.2.1.1 if the applicable transition period is within the initial *TRRO* transition period described in Section 3.3 of this Amendment, TWTC will provide true-up during the period between the date that is thirty (30) days after AT&T Wisconsin's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 4.1.1.7 of this Amendment.

4.1.3.2.1.2 if the applicable transition period is after the initial *TRRO* transition period described in Section 3.3 of this Amendment has expired, TWTC will provide true-up based on the transitional rate described in Section 4.1.1.7 of this Amendment between the date that is thirty (30) days after AT&T Wisconsin's notice of non-impairment and the end of the applicable transition period described in Section 4.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 4.1.1.7 of this Amendment. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

4.1.3.2.2 For affected loop/transport elements ordered after AT&T Wisconsin's wire center designation, TWTC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T Wisconsin's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 4.1.1.7 of this Amendment. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

4.1.4 In the event of a dispute following TWTC's Self-Certification, upon request by the Commission or TWTC, AT&T Wisconsin will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T Wisconsin

intends to rely, which will include the detailed business line information for the AT&T Wisconsin wire center or centers that are the subject of the dispute.

- 4.2 The provisions of Section 3.2.2 of this Amendment shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2 of this Amendment, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to TWTC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T Wisconsin in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
  - 4.3 AT&T Wisconsin will process TWTC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T Wisconsin will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by TWTC; however, TWTC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
  - 4.4 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended
  - 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless TWTC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 of this Amendment above, and if TWTC and AT&T Wisconsin have failed to reach agreement under Section 3.2.2.4 of this Amendment above as to a substitute service arrangement or element, then AT&T Wisconsin may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
  - 4.6 When more than 60 days from the issuance of an AT&T Wisconsin designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), TWTC can thereafter still self-certify, provided that it does so self-certify within 12 months (for DS1 or DS3 loops and transport) or 18 months (for dark fiber loops and transport) after the issuance of the Accessible Letter. AT&T Wisconsin may dispute TWTC's self-certification as described in Section 4.1.3 through 4.1.4. and AT&T Wisconsin will accept and provision the applicable loop and transport orders for TWTC providing the self certification during a dispute resolution process.
5. The following terms and conditions for Conversion of Wholesale Services to Lawful UNEs apply
    - 5.1 Upon request, AT&T Wisconsin shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to TWTC under terms and conditions set forth in this Amendment, so long as TWTC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

- 5.2 Where processes for the conversion requested pursuant to this Amendment are not already in place, AT&T Wisconsin will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after TWTC's request. AT&T Wisconsin agrees that TWTC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T Wisconsin agrees to process TWTC's conversion requests on a case-by-case basis and without delay.
- 5.2.1 For UNE conversion orders for which AT&T Wisconsin has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T Wisconsin will charge TWTC the Electronic Service Order (Flow Thru) Record charge for processing TWTC's orders until such process has been developed and TWTC agrees to immediately use the electronic process. Then AT&T Wisconsin may charge service order charges and/or record change charges, as applicable.
- 5.3 Except as agreed to by the Parties or otherwise provided hereunder, AT&T Wisconsin shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. AT&T Wisconsin may charge applicable service order charges and record change charges
- 5.4 This Section 5 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Amendment or the Agreement.
- 5.5 If TWTC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, TWTC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent TWTC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), AT&T Wisconsin may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to TWTC.
- 5.5.1 This Section 5.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an AT&T Wisconsin service.
- 5.5.2 AT&T Wisconsin may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 5.6 Except as provided in 5.2, in requesting a conversion of an AT&T Wisconsin service, TWTC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T Wisconsin service sought to be converted.
- 5.6.1 AT&T Wisconsin will complete TWTC conversion orders in accordance with the OSS guidelines in place in support of the conversion that TWTC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T Wisconsin shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T Wisconsin and TWTC shall coordinate such conversions.

5.6.1.1 TWTC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. AT&T Wisconsin will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place.

5.7 Nothing contained in this Amendment or the Agreement provides TWTC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T Wisconsin's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

## 6. **Commingling and Commingled Arrangements**

6.1 AT&T Wisconsin shall permit TWTC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T Wisconsin. For the Commingled Arrangements listed in this Section 6.1, and any Commingled Arrangements voluntarily made available by AT&T Wisconsin in the future for any of the 13 Wisconsin Bell, Inc. states (i.e., the availability and subsequent posting to CLEC Online was not as a result of a State Commission Order), AT&T Wisconsin will make such Commingled Arrangements available in Wisconsin except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Wisconsin. Where AT&T Wisconsin in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T Wisconsin will make such Commingled Arrangement available in Wisconsin under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Wisconsin. The types of Commingled Arrangements which AT&T Wisconsin is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new Commingling Arrangements are made available. The following AT&T Wisconsin Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

UNE DS0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux

UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility

UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux

UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility

UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)

UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination

UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 channel termination

UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination (i.e., SONET Service)

Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux

Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport

Special Access DS1 channel termination connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux

- 6.1.1 To the extent that AT&T Wisconsin requires TWTC to submit orders for the Commingling Arrangements included in 6.1 manually, the mechanized service order charge shall be applicable.
- 6.1.2 For any Commingling Arrangement TWTC desires that is not included in Section 6.1 of this Attachment, or subsequently established by AT&T Wisconsin, TWTC shall request any such desired Commingling Arrangement and AT&T Wisconsin shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new Commingling Arrangement available AT&T Wisconsin will work with the TWTC to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.
- 6.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, AT&T Wisconsin shall permit TWTC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T Wisconsin (including access services) and/or with compatible network components or services provided by TWTC or third parties, including, without limitation, those Commingled Combinations consistent with Section 6.0 of this Attachment.
- 6.3 For example, without limitation of this provision, AT&T Wisconsin will, upon request, connect loops leased or owned by TWTC to a third-party's collocation arrangement upon being presented with documentation that TWTC has authorization from the third party to connect loops. In addition, AT&T Wisconsin will, upon request, connect an EEL leased by TWTC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T Wisconsin will, upon request and documentation of authorization, connect third-party loops and EELs to TWTC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3. upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 6.4 Upon request, and to the extent required by applicable law and the applicable provisions of this Amendment, AT&T Wisconsin shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that TWTC has obtained at wholesale from AT&T Wisconsin (as well as requests where TWTC also wants AT&T Wisconsin to complete the actual Commingling), except that AT&T Wisconsin shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T Wisconsin's network. Subject to the terms and conditions of the Agreement and

- this Amendment, TWTC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T Wisconsin, and AT&T Wisconsin shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T Wisconsin.
- 6.5 AT&T Wisconsin shall only charge TWTC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that TWTC has obtained at wholesale from AT&T Wisconsin. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T Wisconsin tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 6.6 When TWTC purchases Commingled Arrangements from AT&T Wisconsin, AT&T Wisconsin shall charge TWTC element-by-element and service-by-service rates. AT&T Wisconsin shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 6.7 AT&T Wisconsin agrees that TWTC may request to Comingle the following elements to the extent that AT&T Wisconsin is required to provide them pursuant to Section 271 of the Act (“271 Elements”) or Applicable Law: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in Section 6.7, SBC and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.
- 6.8 Unless expressly prohibited by the terms of this Attachment, AT&T Wisconsin shall permit TWTC to connect an unbundled Network Element or a Combination of Unbundled Network Elements with wholesale (i) services obtained from AT&T Wisconsin, (ii) services obtained from third parties or (ii) facilities provided by TWTC. For purposes of example only, TWTC may Comingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T Wisconsin.
7. The following Mandatory Eligibility Criteria for Access to Certain Lawful UNEs apply:
- 7.1 Except as provided below in this Section 7 or elsewhere in the Agreement or this Amendment and subject to this Section and any provisions in the Agreement regarding conversion of wholesale services to Lawful UNEs, AT&T Wisconsin shall provide access to UNEs and combinations of UNEs without regard to whether TWTC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 7.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). A DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 7.3 of this Amendment (*e.g.*, the end of the Unbundled Dedicated Transport that is opposite the end connected

to the UNE local loop, must be accessed by TWTC at such a TWTC collocation arrangement via a cross-connect

7.2 AT&T Wisconsin is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless TWTC certifies, consistent with FCC rules, that all of the following conditions and criteria detailed below are met with respect to the arrangement being sought:

7.2.1 TWTC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

7.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

7.2.2.1 Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).

7.2.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;

7.2.2.3 Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.

7.2.2.4 Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 7.3, of this Attachment;

7.2.2.5 Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 7.4 of this Attachment;

7.2.2.6 For each 24 DS1 EELs or other facilities having equivalent capacity, TWTC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 7.4 of this Attachment; and

7.2.2.7 Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

7.3 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 7.0 of this Attachment if it is

7.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T Wisconsin's premises within the same LATA as the customer's premises, when AT&T Wisconsin is not the collocater; or

- 7.3.2 Established pursuant to any collocation type defined in any AT&T Wisconsin Tariff to the extent applicable, or any applicable TWTC interconnection agreement.
- 7.3.3 Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator
- 7.4 An interconnection trunk meets the requirements of Sections 7.2.2.5 and 7.2.2.6 of this Amendment if TWTC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.
- 7.5 For a new circuit to which Section 7.2 applies, TWTC may initiate the ordering process if TWTC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 7.2.2.1, Section 7.2.2.2, and/or Section 7.2.2.3, respectively. In such case, TWTC shall satisfy Section 7.2.2.1, Section 7.2.2.2, and/or Section 7.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T Wisconsin provisions such new circuit.
- 7.5.1 Section 7.5 does not apply to existing circuits to which Section 7.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 7.2.2.1, Section 7.2.2.2, and Section 7.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 7.6 TWTC hereby agrees that by submitting an order to AT&T Wisconsin for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), TWTC is certifying that it meets and will continue to meet the requirements of Section 7 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect TWTC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 7.
- 7.6.1 At TWTC's option, TWTC may also or alternatively provide self certification via email or letter to AT&T Wisconsin. Provided that AT&T Wisconsin has received such self certification from TWTC, AT&T Wisconsin shall not deny TWTC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, TWTC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.
- 7.6.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 7, and not to self-certifications relative to routes, buildings and wire centers.
- 7.6.2 If the information previously provided in a certification is inaccurate (or ceases to be accurate), TWTC shall update such certification promptly with AT&T Wisconsin.
- 7.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, AT&T Wisconsin may obtain and pay for an independent auditor to audit TWTC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 7. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T Wisconsin's written notice that an audit will be performed for that State, subject to Section 7.7.4 of this Section. AT&T Wisconsin may audit TWTC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, TWTC's compliance in Wisconsin with the conditions set out in Section 7. Such an audit will be initiated only to the extent reasonably necessary to determine TWTC's compliance with the service eligibility criteria. For purposes of calculating

and applying an “annual basis”, “annual basis” shall mean a consecutive 12-month period, beginning upon AT&T Wisconsin’s written notice that an audit will be performed for Wisconsin, subject to Section 7.7.4 of this Section.

- 7.7.1 To invoke its limited right to audit, AT&T Wisconsin will send a Notice of Audit to TWTC, identifying examples of particular circuits for which AT&T Wisconsin alleges non-compliance and the cause upon which AT&T Wisconsin rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T Wisconsin establishes the cause that forms the basis of its belief that TWTC is non-compliant. Such Notice of Audit will be delivered to TWTC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T Wisconsin seek to commence an audit.
- 7.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion that includes the auditor’s determination regarding TWTC’s compliance with the qualifying service eligibility criteria. The independent auditor’s report will conclude whether TWTC complied in all material respects with this Section 7 .
- 7.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment.
- 7.7.4 AT&T Wisconsin shall provide TWTC with a copy of the report within 2 business days from the date of receipt. If the auditor’s report concludes that TWTC failed to comply in all material respects with the eligibility criteria, TWTC must true-up any difference in payments paid to AT&T Wisconsin and the rates and charges TWTC would have owed AT&T Wisconsin beginning from the date that the noncompliant circuit was established as a UNE/UNE combination (unless there is clear evidence in the auditor’s report that the noncompliance occurred after the date the circuit was established, in which case true-up shall apply from such date of noncompliance), in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Attachment is effective. TWTC shall submit orders to AT&T Wisconsin to either convert all noncompliant circuits to the equivalent or substantially similar wholesale service or disconnect noncompliant circuits. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which TWTC receives a copy of the auditor’s report and TWTC shall begin paying the trued-up and correct rates and charges for each converted circuit beginning with the next billing cycle following AT&T Wisconsin’s acceptance of such order, unless TWTC disputes the auditor’s finding and initiates a proceeding at the Wisconsin Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However TWTC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant circuit for which TWTC fails to submit a conversion or disconnect order or dispute the auditor’s finding within such 30-day time period, AT&T Wisconsin may initiate and effect such a conversion on its own without any further consent by TWTC. If converted, TWTC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to TWTC’s customer’s service or degradation in service quality in the case of conversion. Following conversion, TWTC shall make the correct payments on a going-forward basis in addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which TWTC does not meet the Service Eligibility Requirements conditions set forth in this Section 76 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if TWTC disputes the auditor’s finding and initiates a proceeding at the Wisconsin Commission and if the Commission upholds the auditor’s finding, the disputed amounts held in

escrow shall be paid to AT&T Wisconsin and AT&T Wisconsin shall retain any disputed amounts already paid by TWTC.

7.7.5 TWTC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, TWTC will reimburse AT&T Wisconsin for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, TWTC will reimburse AT&T Wisconsin in an amount that is in direct proportion to the number of circuits found to be non-compliant. TWTC will maintain the appropriate documentation to support its self-certifications. TWTC's reimbursement in this Section 7.7.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.

7.7.5.1 To the extent the independent auditor's report concludes that TWTC complied in all material respects with the Service Eligibility Requirements, AT&T Wisconsin must reimburse TWTC for all of its reasonable costs associated with the audit

7.7.6 TWTC will maintain the appropriate documentation to support its self-certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, TWTC will maintain the appropriate documentation to support its self-certifications for as long as the Agreement is operative, plus a period of two years. AT&T Wisconsin can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

7.7.7 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

7.7.8 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 7 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

7.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 7 in all cases and, further, the failure of AT&T Wisconsin to require such compliance, including if AT&T Wisconsin provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 7, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

8. The following terms and conditions for routine network modifications to Lawful UNE Local Loops apply:

8.1 AT&T Wisconsin shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. AT&T Wisconsin shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

- 8.2 A routine network modification is an activity that AT&T Wisconsin regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that AT&T Wisconsin does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T Wisconsin will place drops in the same manner as it does for its own customers.
- 8.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. AT&T Wisconsin is not obligated to perform those activities for a requesting telecommunications carrier.
- 8.4 AT&T Wisconsin shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T Wisconsin's retail customers.
- 8.5 AT&T Wisconsin has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 8.6 Notwithstanding anything to the contrary herein, AT&T Wisconsin's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling, and do not apply to FTTH loops or FTTC loops.
- 8.7 AT&T Wisconsin shall provide routine network modifications at the rates, terms and conditions set out in this Appendix, and in Appendix Pricing. AT&T Wisconsin will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T Wisconsin is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on TWTC on an ICB basis for all AT&T Wisconsin include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings
9. The following terms and conditions for routine network modifications to Lawful UNE Dedicated Transport apply:
- 9.1 AT&T Wisconsin shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. AT&T Wisconsin shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 9.2 A routine network modification is an activity that AT&T Wisconsin regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do

not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and AT&T Wisconsin is not obligated to perform those activities for a requesting telecommunications carrier.

- 9.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T Wisconsin is not obligated to perform those activities for a requesting telecommunications carrier.
  - 9.4 AT&T Wisconsin shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T Wisconsin's own customers.
  - 9.5 Notwithstanding anything to the contrary herein, AT&T Wisconsin's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
  - 9.6 AT&T Wisconsin shall provide routine network modifications at the rates, terms and conditions set out in this Appendix, and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time. AT&T Wisconsin will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T Wisconsin is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on TWTC on an ICB basis for all AT&T Wisconsin include, but is not limited to,: (i) splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.
10. The following terms and conditions for routine network modifications to Dark Fiber Dedicated Transport apply:
- 10.1 AT&T Wisconsin shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T Wisconsin shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.
  - 10.2 A routine network modification is an activity that AT&T Wisconsin regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T Wisconsin is not obligated to perform those activities for a requesting Telecommunications Carrier.
  - 10.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T Wisconsin is not obligated to perform those activities for a requesting telecommunications carrier.
  - 10.4 AT&T Wisconsin shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T Wisconsin's own customers.

- 10.5 Notwithstanding anything to the contrary herein, AT&T Wisconsin's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.
- 10.6 AT&T Wisconsin shall provide routine network modifications at the rates, terms and conditions set out in this Appendix AT&T Wisconsin , and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time. AT&T Wisconsin will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T Wisconsin is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on TWTC on an ICB basis for all AT&T Wisconsin include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

## 11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops

- 11.1 The following terms shall apply to FTTH and FTTC Loops.
- 11.1.1 New Builds. AT&T Wisconsin shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T Wisconsin has deployed such a Loop on premises that previously were not served by any AT&T Wisconsin Loop.
- 11.1.2 Overbuilds. AT&T Wisconsin shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T Wisconsin has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:
- 11.1.2.1 AT&T Wisconsin shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T Wisconsin retires the copper Loop pursuant to the terms of Section 11.1.3.
- 11.1.2.2 If AT&T Wisconsin maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T Wisconsin need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by TWTC, upon receipt of a request for access pursuant to this section, AT&T Wisconsin shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by TWTC on an unbundled basis under the provisions of this Attachment.
- 11.1.2.3 For each copper loop retired pursuant to Section 11.1.3 below, AT&T Wisconsin shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. TWTC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.
- 11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T Wisconsin must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must

provide TWTC using such copper loops with a copy of such Short Term notice via an accessible letter. AT&T Wisconsin will perform, upon TWTC request, a line station transfer (“LST”) where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, TWTC must have the rates, terms and conditions for an LST in the underlying Agreement. TWTC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, TWTC can request an LST pursuant to the rates, terms and conditions in AT&T Wisconsin’s Generic Interconnection Agreement.

- 11.1.4 AT&T Wisconsin shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades TWTC’s access to, or ability to tap the full capabilities of, a local loop or subloop. As such, AT&T Wisconsin’s modification of loop plant (e.g., removing copper feeder facilities and stranding TWTC’s access to distribution subloop) shall not limit or restrict TWTC’s ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, TWTC. Furthermore, AT&T Wisconsin will comply with Rules 51.325 through 51.335, and any applicable state requirements.

## 11.2 Hybrid Loops Generally.

- 11.2.1 **Broadband Services.** When TWTC seeks access to a Hybrid Loop for the provision of broadband services AT&T Wisconsin shall provide TWTC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to TWTC’s self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T Wisconsin central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T Wisconsin is required to only make the TDM functionality available on an unbundled basis.
- 11.2.2 **Narrowband Services.** When TWTC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T Wisconsin shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.
- 11.2.3 **Rates.** The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T Wisconsin may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.
- 11.2.4 **Feeder.** AT&T Wisconsin shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.
12. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law”, “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

14. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
15. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
16. This Amendment shall be filed with and is subject to approval by the Wisconsin Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 12<sup>th</sup> day of October, 2007, by the Parties, signing by and through their duly authorized representatives

**Time Warner Telecom of Wisconsin, L.P.**  
**By: Time Warner Telecom Holdings Inc., its general Partner**

**Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent**

By: Tina Davis

By: Eddie A. Reed, Jr.

Printed: Tina Davis

Printed: Eddie A. Reed, Jr.

Title: Sr. Vice President Deputy General Counsel

Title: **Director - Contract Management**

Date: 10/5/2007

(Print or Type) 10.12.07

**Switch Based OCN – 7322**

**Resale OCN - 8402**

**ACNA - TIM**